

Resolution 6A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that Mayor Timothy Tenke, as Mayor of the City of Glen Cove, is hereby authorized and directed to file an application for the 2019 Consolidated Funding Application in an amount not to exceed \$60,000.00, including a required 50% local match of \$30,000.00, and upon approval of said request to enter into and execute a project agreement with the State for such financial assistance to the City of Glen Cove for the Glen Cove Downtown Parking Connections Traffic Access and Feasibility Study.

Resolution 6B

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the City Council of the City of Glen Cove has determined to undertake the Glen Cove Downtown Parking Connections Traffic Access and Feasibility Study that will evaluate traffic access and identify three alternatives for a potential one-way street between School Street and Brewster Street Parking Garage; and

WHEREAS, the State Environmental Quality Review Act (SEQR) regulations found at 6 NYCRR Part 617.3(a) require that no agency may undertake, fund or approve an action until it has complied with the requirements of SEQR; and

WHEREAS, the SEQR regulations at 6 NYCRR Part 617.6(a) require that as soon as possible in an agency's formulation of an action it proposes to undertake it shall: (a) determine whether the action is subject to SEQR; (b) determine whether the action involves a federal agency; (c) determine whether other agencies are involved; (d) make a preliminary classification of the action; (e) determine whether a full or short form Environmental Assessment Form (EAF) will be used; and (f) determine whether the action is located in an agricultural district and complies with Subdivision (4) of Section 305 of Article 25-AA of the Agriculture and Markets Law; and

WHEREAS, 6 NYCRR 617.(b) indicates that when a single agency is involved with respect to an action, that agency shall be the lead agency and determine the significance of the action; and

WHEREAS, the Glen Cove Downtown Parking Connections Traffic Access and Feasibility Study is a Type II Action which does not require environmental review or the filing of an EAF;

NOW, THEREFORE BE IT RESOLVED, that the City Council of Glen Cove hereby declares itself the lead agency; and there is no Federal or other involved agencies with respect to this action; and

BE IT FURTHER RESOLVED, the City Council finds that the subject study is a Type II Action pursuant to Article 8 of the Environmental Conservation Law (SEQR) and 6 NYCRR Part 617.5(c) which require no further review.

Resolution 6C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with Hirani Engineering and Land Surveying, P.C. to provide engineering, design, and construction inspection services for the Rehabilitation of the Brewster Street Parking Garage Project, Phase II in an amount not to exceed \$50,000.00.

Funding: H1490-52260-1753

Resolution 6D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Tyler Technologies to provide on-line MUNIS HR module training for the Personnel Department in an amount not to exceed \$1,400 for 8 hours of training or 4 hours of training for a total amount of \$700.

Funding: A1425-55442

Resolution 6E

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Tyler Technologies to provide MUNIS water department billing, in the amount of \$168,800, effective June 25, 2019.

Funding: F8300-55940 (Contingency Reserve)

Resolution 6F

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Worldpay US, Inc., for itself and on behalf of Citizens Bank, N.A., to provide credit card payment services for water payments and taxes only, with no cost to the City.

Resolution 6G

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Berkman Henoch Peterson Peddy & Fenchel, PC, to provide representation in Taranto v. City of Glen Cove, in the amount of \$250 per hour.

Funding: A1420-55493

Resolution 6H

Resolution offered by Mayor Tenke and seconded by _____

RESOLUTION TEMPORARILY RESTORING INSURANCE BENEFITS

WHEREAS, the City of Glen Cove is a member of the New York State Health Insurance Program (NYSHIP); and

WHEREAS, the City of Glen Cove provides health insurance through NYSHIP, and dental insurance and vision insurance through GHI, for its employees, retirees and/or their dependents therein; and

WHEREAS, the City is responsible for providing and determining the eligibility of its retirees as well as the receipt of benefits within NYSHIP and other insurance plans provided by the City; and

WHEREAS, City previously conducted an audit of the insurance program provided by NYSHIP, for its employees, retirees and/or their dependents therein; and

WHEREAS, on May 28, 2019, the City by resolution, terminated health, vision and dental insurance benefits for the former city attorney, Vincent P. Taranto; and

WHEREAS, the City of Glen Cove is in receipt of a temporary restraining order which has been issued by the Honorable Thomas Feinman, a Justice of Supreme Court of Nassau County, State of New York in the matter of Vincent P. Taranto v. City of Glen Cove under index number 607419/2019, a proceeding under Article 78 of CPLR, wherein the City of Glen Cove has been ordered to temporarily restore the insurance benefits of Vincent P. Taranto pending the outcome and determination of the court therein; and

NOW, THEREFORE BE IT RESOLVED by the Glen Cove City Council as follows:

1. The City of Glen Cove in accordance with the temporary restraining order of the Court, hereby temporarily restores the Health insurance and other related insurance benefits of Vincent P. Taranto retroactive to June 1, 2019 and pending the determination and decision of the Supreme Court of Nassau County, State of New York; and
2. The Controller, Personnel Officer and the City Attorney are hereby authorized to take all action required to effectuate this resolution which shall include notifying NYSHIP and related insurance carriers.

Resolution 6I

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City hereby authorizes to exercise its option with Peter Gelzinis d/b/a Car Care Co., for a five (5) year term, regarding 115 Glen Street, Glen Cove.

Resolution 6J

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an Inter-Municipal Agreement with the County of Nassau for use of a Showmobile at

the 2019 Glen Cove Downtown Sounds, July 5, 2019 through August 30, 2019, with reimbursement from BID.

Funding: A7550-55557

Resolution 6K

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the Purchasing Agent was authorized to advertise for an RFP of Summer Camp Bus Transportation; and

WHEREAS, Educational Bus Transportation, Inc., 63 Lamar Street, West Babylon, New York 11704, were the sole proposer; and

WHEREAS, it is in the best interest of the City to accept such a proposal; and

NOW, THEREFORE, BE IT RESOLVED, that the Purchasing Agent is hereby authorized to accept the proposal of Educational Bus Transportation, Inc., 63 Lamar Street, West Babylon, New York 11704, in the amount of: \$190.00 per day/ per bus for Parks and Recreation's Summer Camp program.

RFP# 2019-006
Funding: A7140-55415

Resolution 6L

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the Purchasing Agent was authorized to advertise for an RFP of employee substance abuse testing; and

WHEREAS, Comply Inc., 105 Maxess Road, Suite 124, Melville, New York 11747, were the most acceptable proposer; and

WHEREAS, it is in the best interest of the City to accept such a proposal; and

NOW, THEREFORE, BE IT RESOLVED, that the Purchasing Agent is hereby authorized to accept the proposal of Comply Inc., 105 Maxess Road, Suite 124, Melville, New York 11747, per the fee schedule submitted.

RFP#2019-007
Funding: A1425-55438

Resolution 6M

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Tempco, for emergency repairs to the air conditioning system for the Senior Center second floor 5-ton Rheem system, in the total amount of \$9,800.

Funding: H7030-52240-1802

Resolution 6N

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the Mayor is hereby authorized to enter into an agreement with William Whitton with respect to his duties and benefits as Chief of the Glen Cove Police Department.

Funding: A3120-51101

Resolution 6O

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council approve Budget Transfers and Amendments as submitted and reviewed by the City Controller.

(See Attached)

Resolution 6P

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Diabetes Research Institute Foundation and Martino Auto Concepts to host their annual “Gold Coast

Concourse/Bimmerstock”, June 7, 2020, 3:00 a.m. through 5:00 p.m. and the closure of the following streets:

School Street between Highland Road and Glen Street
Bridge Street
Glen Street between School Street and Cove Street

Resolution 6Q

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes to hold their annual “July 4th Bicycle Parade”, July 4, 2019, and the closing of the following streets 9:00 a.m. through 11:30 a.m.:

Forest Avenue
School Street
Glen Street

Resolution 6R

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorized Girls Rising to erect twenty (20) lawn signs, June 1, 2019 through June 24, 2019, to advertise “Girls Rising Music Festival”.

Resolution 6S

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Cove Animal Rescue to erect twenty (20) lawn signs, September 7, 2019 through September 23, 2019, to advertise “Selfie Event for Charity”.

Resolution 6T

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Elizabeth Mestres and Emmanuel Grella to attend Public Works Contracting Under General Municipal Law seminar, June 27, 2019, at Rockland County Procurement Center of Excellence, Pomona, New York, with no cost to the City.

Resolution 6U

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Yelena Quiles to attend Public Works Contracting Under General Municipal Law seminar, June 27, 2019, at Rockland County Procurement Center of Excellence, Pomona, New York, at a total cost of \$82.52.

Funding: A1310-55442

Resolution 6V

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Rocco Graziosi to attend Certified Stormwater Inspector Training, at Hilton Garden Inn, Islip Airport, September 12 and 13, 2019, at a total cost of \$832.30.

Funding: A1490-55438

Resolution 6W

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the people of the City of Glen Cove have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women from the City of Glen Cove who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, many citizens of our community have earned the Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force, construed as singularly meritorious act of essential service; and

WHEREAS, **August 7, 2019** will be officially designated as a day in the City of Glen Cove to remember and recognize veterans who are recipients of the Purple Heart Medal;

NOW, THEREFORE, BE IT RESOLVED that the Glen Cove City Council hereby declares the following:

1. The City Council hereby proclaims the City of Glen Cove as a Purple Heart City, honoring the service and sacrifice of our nation's men and women in uniform wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans; and
2. The City of Glen Cove Public Works Department is hereby authorized to erect signage at the entrance points of the City to declaring that the City of Glen Cove is a Purple Heart City.

Resolution 7A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Maria L. O'Connell as Senior Account Clerk, with the Finance Department, at an annual salary of \$52,468 (Grade 10, Step 5), effective June 26, 2019.

Funding: A1310-51101

Resolution 7B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Grant Newburger as Public Relations Officer, with the Mayor's Office, at an annual salary of \$42,500, effective June 26, 2019.

Funding: A1210-51101

Resolution 7C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Jeffrey W. Litzko as a part-time Crossing Guard, with Auxiliary Police, at \$10.00 per hour effective June 26, 2019.

Funding: A3310-51120

Resolution 7D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint the following persons to the Youth Bureau, as indicated:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>	<u>Funding</u>
James Roel	Youth Service Worker	\$10.00 per hour	5/29/19 – 9/15/19	A7050-51120
Elizabeth Vignali	Youth Service Worker	\$10.00 per hour	5/29/19 – 9/15/19	A7050-51120
Darriona Marshall	Youth Service Worker	\$8.50 per hour	6/26/19 – 9/30/19	A7050-51120
Edward Goodyear	Youth Service Worker	\$7.50 per hour	6/26/19 – 9/30/19	A7050-51120
Jessica Amaya	Seasonal Laborer	\$7.00 per hour	7/1/19 – 11/30/19	A7050-51120
Anisa Ashby	Seasonal Laborer	\$7.00 per hour	7/1/19 – 11/30/19	A7050-51120
Matthew Bailey	Seasonal Laborer	\$7.00 per hour	7/1/19 – 11/30/19	A7050-51120
Anna Basil	Seasonal Laborer	\$7.00 per hour	7/1/19 – 11/30/19	A7050-51120
Anthony Deluca	Seasonal Laborer	\$7.00 per hour	7/1/19 – 11/30/19	A7050-51120
Jason Downer	Seasonal Laborer	\$7.00 per hour	7/1/19 – 11/30/19	A7050-51120

Maria Guitierrez	Seasonal Laborer	\$7.00 per hour	7/1/19 – 11/30/19	A7050-51120
Allyna James	Seasonal Laborer	\$7.00 per hour	7/1/19 – 11/30/19	A7050-51120
Ojani Polo	Seasonal Laborer	\$7.00 per hour	7/1/19 – 11/30/19	A7050-51120
Giselle Salinas	Seasonal Laborer	\$7.00 per hour	7/1/19 – 11/30/19	A7050-51120
Jason Sawoch	Seasonal Laborer	\$7.00 per hour	7/1/19 – 11/30/19	A7050-51120
Miranda Weiser	Seasonal Laborer	\$7.00 per hour	7/1/19 – 11/30/19	A7050-51120

Resolution 7E

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint the following persons to Parks and Recreation, as indicated:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Taylor Reyes	Lifeguard	\$15.00 per hour	6/16/19 – 10/1/19
Heather Latham	Park Attendant	\$8.50 per hour	6/26/19 – 9/2/19
Katherine Willson	Park Attendant	\$9.00 per hour	5/25/19 – 9/2/19
Aaron Phillip	Recreation Leader	\$9.00 per hour	6/26/19 – 9/2/19
Nicholas Pappachristou	Recreation Leader	\$12.00 per hour	6/26/19 – 9/2/19
Trinity Hudson	Recreation Leader	\$11.00 per hour	6/26/19 – 9/2/19
Stefania Belcastro Gizzo	Recreation Leader	\$32.00 per hour	7/8/19 – 8/9/19
Alexandra Ravener Feigman	Recreation Leader	\$24.00 per hour	7/8/19 – 8/9/19
Pamela Aulson	Recreation Leader	\$20.00 per hour	7/8/19 – 8/9/19
Diane Bruschini	Recreation Leader	\$25.00 per hour	7/8/19 – 8/9/19
Meryl Gordan	Recreation Leader	\$25.00 per hour	7/8/19 – 8/9/19
Gary Conway	Bus Driver	\$18.50 per hour	7/8/19 – 8/9/19
Ronald Albano	Bus Driver	\$17.50 per hour	7/8/19 – 8/9/19
Andrew LaRosa	Bus Driver	\$18.00 per hour	7/8/19 – 8/9/19

William O'Bayley	Bus Driver	\$16.50 per hour	7/8/19 – 8/9/19
Philip Fusco	Bus Driver	\$16.00 per hour	7/8/19 – 8/9/19
Lulzim Haxhi	Bus Driver	\$16.00 per hour	7/8/19 – 8/9/19
Jacqueline Klein	EMT	\$17.00 per hour	7/8/19 – 8/9/19
Thomas C. Lynch	EMT	\$14.00 per hour	7/8/19 – 8/9/19
Jessica Storozum	EMT	\$16.00 per hour	7/8/19 – 8/9/19
Nicholas J. Cody	EMT	\$14.00 per hour	7/8/19 – 8/9/19
Lisa Forquet	EMT	\$15.00 per hour	7/8/19 – 8/9/19
Matthew Vezza	EMT	\$14.00 per hour	7/8/19 – 8/9/19
Marconi Dauria-Gupta	EMT	\$14.00 per hour	7/8/19 – 8/9/19
Julia Giannoutsos	EMT	\$16.00 per hour	7/8/19 – 8/9/19
Rebecca McCallin	EMT	\$13.00 per hour	7/8/19 – 8/9/19
Alexa Postiglione	EMT	\$13.00 per hour	7/8/19 – 8/9/19
James Quigley	EMT	\$13.00 per hour	7/8/19 – 8/9/19
Patrick Reid	EMT	\$13.00 per hour	7/8/19 – 8/9/19
Hai-Trien Pham	EMT	\$16.00 per hour	7/8/19 – 8/9/19
Damon Garner	Recreation Leader	\$14.50 per hour	7/8/19 – 8/9/19
Kayla Morrissey	Recreation Leader	\$11.50 per hour	7/8/19 – 8/9/19
Amber Solomito	Recreation Leader	\$11.50 per hour	7/8/19 – 8/9/19
Michael Colangelo	Recreation Leader	\$11.00 per hour	7/8/19 – 8/9/19
Victoria M. Tripp	Recreation Leader	\$11.00 per hour	7/8/19 – 8/9/19
Mateusz Majka	Recreation Leader	\$11.00 per hour	7/8/19 – 8/9/19
Melissa Ricciardi	Recreation Leader	\$18.50 per hour	7/8/19 – 8/9/19
Janet Durso	Recreation Leader	\$22.00 per hour	7/8/19 – 8/9/19
Kristen Aasheim	Recreation Leader	\$7.50 per hour	7/8/19 – 8/9/19
Heather Arena	Recreation Leader	\$12.50 per hour	7/8/19 – 8/9/19
Michael D. Basile	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Kieran Bednarz	Recreation Leader	\$8.50 per hour	7/8/19 – 8/9/19
Doreen Beglin	Recreation Leader	\$18.00 per hour	7/8/19 – 8/9/19
Isabella Bifano	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
Sarah Braja	Recreation Leader	\$8.00 per hour	7/8/19 – 8/9/19
Krysten Budziak	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
Tyler Buehre	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
Kieran Calderon	Recreation Leader	\$8.50 per hour	7/8/19 – 8/9/19
Christopher Capbianco	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Jonathan Capobianco	Recreation Leader	\$9.00 per hour	7/8/19 – 8/9/19
Devon Christopher	Recreation Leader	\$7.50 per hour	7/8/19 – 8/9/19
Lucy Costello	Recreation Leader	\$8.50 per hour	7/8/19 – 8/9/19
Christian Cruz	Recreation Leader	\$9.00 per hour	7/8/19 – 8/9/19

Ashley DeCurtis	Recreation Leader	\$8.25 per hour	7/8/19 – 8/9/19
Katherine M. Dunn	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
Gabrielle Ermmarino	Recreation Leader	\$8.75 per hour	7/8/19 – 8/9/19
Brianna Espino	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
Stephanie Espino	Recreation Leader	\$9.00 per hour	7/8/19 – 8/9/19
Latifa Fakhry	Recreation Leader	\$8.00 per hour	7/8/19 – 8/9/19
Rosa Farfan	Recreation Leader	\$13.50 per hour	7/8/19 – 8/9/19
Melanie Farro	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
Eve Forella	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Sara Garcia	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Damon Garner, Jr.	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Kenneth Gavino	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Lindsay Gavino	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Jennifer Giambrone	Recreation Leader	\$12.50 per hour	7/8/19 – 8/9/19
Adrianna Gigliotti	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
Carina Gigliotti	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
Nicholas Giordano	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
Jessica Giovanniello	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
Joana Godinez	Recreation Leader	\$8.50 per hour	7/8/19 – 8/9/19
Emma Gomez-Delvalle	Recreation Leader	\$12.50 per hour	7/8/19 – 8/9/19
Ariana Greenberg	Recreation Leader	\$8.50 per hour	7/8/19 – 8/9/19
Gianna Groe	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
Karina Hernandez	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Isaiah Jackson	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Julia Jon	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
Jordan Kalberer	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Emile Kalek	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Kayla Lewis	Recreation Leader	\$8.50 per hour	7/8/19 – 8/9/19
Skylar Losee	Recreation Leader	\$8.50 per hour	7/8/19 – 8/9/19
Kaitlin Maccarone	Recreation Leader	\$10.00 per hour	7/8/19 – 8/9/19
Evangelia Markoulis	Recreation Leader	\$8.75 per hour	7/8/19 – 8/9/19
Mia Martinez	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
Miranda Mateo	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
Angela McCarthy	Recreation Leader	\$8.25 per hour	7/8/19 – 8/9/19
Emily McCarthy	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Candra McCoy	Recreation Leader	\$12.50 per hour	7/8/19 – 8/9/19
Jordan Mercado	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Julia Messina	Recreation Leader	\$8.25 per hour	7/8/19 – 8/9/19
Mary Monahan	Recreation Leader	\$8.50 per hour	7/8/19 – 8/9/19
Morgan Monahan	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
David Moore	Recreation Leader	\$8.50 per hour	7/8/19 – 8/9/19

Kathryn Moore	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Brenda Noriega	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Jackelin Pineda	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Delilah Perez	Recreation Leader	\$8.25 per hour	7/8/19 – 8/9/19
Arianna Salazar	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Daniel Sheehan	Recreation Leader	\$12.00 per hour	7/8/19 – 8/9/19
Randall Taylor	Recreation Leader	\$9.00 per hour	7/8/19 – 8/9/19
Sara Termini	Recreation Leader	\$8.50 per hour	7/8/19 – 8/9/19
Nicole Valensisi	Recreation Leader	\$8.25 per hour	7/8/19 – 8/9/19
Emely Ventura	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
John Michael Vignali	Recreation Leader	\$7.25 per hour	7/8/19 – 8/9/19
Morgan Vignali	Recreation Leader	\$9.00 per hour	7/8/19 – 8/9/19
Talyea Welsh	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
Caroline Yee	Recreation Leader	\$7.75 per hour	7/8/19 – 8/9/19
Justin Zapata	Recreation Leader	\$9.00 per hour	7/8/19 – 8/9/19
	Recreation Leader		7/8/19 – 8/9/19
Ealeen Alarcon	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
Darren Bonet	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
Keith Callaghan	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
Joseph Cruz	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
Andrew Friedman	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
Isabella Juarez	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
Salvatore Lorenti	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
Gianna Marconi	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
Sebastian Martinez	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
David Milanese	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
Jessica Ninesling	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
Kevin O'Connell	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
Tammie Perez	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
Francesca Piccirillo	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
Ariana Rivera	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
Matthew Salinas	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
Hunter Strnad	Recreation Leader	\$300 for season	7/8/19 – 8/9/19
Michael Useda	Recreation Leader	\$300 for season	7/8/19 – 8/9/19

Funding: CR 7140-51120

Resolution 8A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Grace Slezak to Assessment Review Board, effective June 26, 2019 through June 25, 2024.

Resolution 9A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amend the annual salary of Tina Pemberton to \$67,000, effective June 26, 2019.

**CONSULTANT CONTRACT
BETWEEN THE CITY OF GLEN COVE
AND HIRANI ENGINEERING AND LAND SURVEYING, P.C.**

AGREEMENT dated as of the _____ day of _____, 2019 between the City of Glen Cove, a Municipal Corporation duly created and existing under the laws of the State of New York, having its office located at City Hall, 9 Glen Street, Glen Cove, New York 11542 (hereinafter referred to as "City"), and Hirani Engineering and Land Surveying, P.C., a corporation under the laws of the State of New York, having its office at 120 West John Street, Hicksville, New York 11801 (hereinafter referred to as "Consultant").

W I T N E S S E T H:

WHEREAS, the City requires the services of a professional engineering consultant to perform services as described for the Rehabilitation of the Brewster Street Parking Garage (the "Project", as described in Appendix A attached hereto); and

WHEREAS, the Consultant is qualified and experienced in performing such services;

WHEREAS, the Consultant was selected from a competitive procurement process;

WHEREAS, the aforesaid services will be funded in part from a State and Municipal Facilities Program Grant administered by Dormitory Authority of the State of New York State (DASNY), with DASNY Project ID #9147;

NOW, THEREFORE, the parties agree as follows:

1. Term

This Agreement shall commence on the date that it is executed by the City and the Consultant (the "Commencement Date") and terminate on the 26th day of June, 2020 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing the City shall, in its sole discretion, have the right to extend this Agreement by delivering a notice of extension to the Consultant at least thirty (30) days prior to the Expiration Date. The extended Agreement shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. The Consultant may apply for an Agreement extension in a written notice to the City at least thirty (30) days prior to the date of expiration fixed by the terms of this Agreement.

2. Services to be Performed

(a) The Consultant shall perform the services described in the Scope of Services

(Appendix A) annexed hereto and made a part hereof in conformance with the provisions of this Agreement and in conformance with signed amendments as may be agreed to between the parties to this Agreement.

3. Responsibility of Consultant.

(a) The Consultant shall be responsible for the professional quality, technical accuracy and all other services provided by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in the services as may be required to complete the Project.

(b) Neither the City's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(c) All services required shall be performed personally by the Consultant and/or the subcontractors that are part of the Fee Schedule (Appendix C). None of the work or services performed under this Agreement shall otherwise be subcontracted without the City's prior written approval.

(d) The Consultant may have to conduct site visits and meet with such appropriate City personnel and agents as the City deems necessary to carry out this Agreement.

(e) The Consultant, if requested by and in coordination with the City, must ensure that any materials, printed, constructed, and/or produced which are funded in whole or in part through any activity supported under the DASNY SAM grant must acknowledge the support of DASNY.

(f) The Consultant will regularly advise City of the status of the Project, and will coordinate its activities with City and accommodate other City activities at the Project site. The Consultant and City shall each designate an authorized representative to be available for consultation, assistance and coordination of activities.

(g) If necessary, the firm shall work with the City to make arrangements for all utilities and underground structures to be surveyed and marked out to the extent that they may affect design and construction associated with the Project.

4. City's Responsibilities

(a) City agrees to provide information in its possession including studies, available descriptive information about the project site, prior site evaluations and current conditions.

(b) City will cooperate with the Consultant to complete the Project in a timely, efficient, and cost-effective manner. City shall designate an authorized representative familiar with the Project who shall be available to the Consultant and who has the authority to make all decisions required to assure that the Consultant can provide the services per this Agreement.

5. Permits and Other Approvals

Unless specified otherwise the Consultant shall obtain in City's name all permits and approvals required for the Project.

6. Time of Performance.

(a) The services shall commence at the time that the Consultant is notified to proceed and will continue through completion of the project pursuant to the proposed project Work Schedule. Notice to proceed shall be via a written directive issued by the City.

(b) Within two (2) weeks of the Consultant's receipt of said notice, a critical path method (CPM) Work Schedule detailing all phases of work as outlined in the attached Scope of Services (Appendix A) and benchmark dates for completion of same, shall be submitted to the City for review and approval. The Work Schedule shall become an amendment to this Agreement (Appendix B).

(c) The work shall be performed under the direction of the City of Glen Cove and in accordance with Article I of this Agreement. The Consultant shall not commence work on a phase of the Project without the written approval of the City.

7. Compensation.

(a) It is understood and agreed that the maximum to be paid to the Consultant for its services under and specific to this Agreement shall not exceed **\$50,000.00**, which the City has budgeted in full. This compensation shall include the Consultant's fee schedule of \$46,414.96 (see Appendix C attached hereto and made a part hereof) and a project contingency of \$3,585.04. Appendix C contains a detailed fee schedule including manpower estimates (number of hours for each staff member) for each phase of work per the Scope of Services and an hourly rate schedule.

(b) The City shall not be responsible for insurance, payroll taxes or fringe benefits.

(c) The multipliers for overhead costs and direct technical labor fee included in the hourly billing rates in the fee schedule shall not exceed 3.0 percent for PS&E tasks (Tasks 1-4 as detailed in Appendix C) and shall not exceed 2.3 percent for construction tasks (Tasks 5-7 as detailed in Appendix C). The maximum hourly billing rate including multiplier for Tasks 1-4 shall be \$195.00. The maximum hourly billing rate including multiplier for Tasks 5-7 shall be \$160.00.

8. Method of Payment.

(a) Payments to the Consultant will be made in accordance with the terms of City requirements. All invoices must be accompanied by signed timesheets, City claim vouchers, and other appropriate supporting documentation as requested by the City.

(b) The City's standard payment term is thirty (30) to sixty (60) days upon receipt of invoice and originally signed voucher after services are performed or goods delivered. Payment for services performed to the satisfaction of the City shall be made on a monthly basis in the ordinary course of business upon receipt of duly authenticated invoices and vouchers. Receipts for all non-personal expenses must be attached for such expenses to be eligible for reimbursement. Ten (10) percent of the Agreement amount will be retained for up to 60 days after the final product has been delivered in order to ensure full compliance with Agreement guidelines.

9. Additional Rights and Remedies.

The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity.

10. Independent Contractor.

The relationship of the Consultant to the City arising out of this Agreement is that of an independent contractor. The Consultant shall have no power or authority to act for, represent or bind the City in any manner, and shall not be entitled to any life insurance, health insurance, pension benefits or other benefits afforded to the regular employees of the City.

11. Delays.

The City shall have the right to delay, postpone or suspend the services of the Consultant at any time and for any reason deemed to be in the best interest of the City. In such event, the Consultant shall be paid such sums as shall be determined by the City to be due and owing for services actually rendered to the date of delay, postponement or suspension, based on the staff time performed to that date. Such delay, postponement or suspension shall not give rise to any cause of action for damages or for extra remuneration against the City.

12. Termination.

(a) The City may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, either for the City's convenience or because of the failure of the Consultant to fulfill its Agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the City, an equitable adjustment in compensation shall be made, but no amount shall be allowed for anticipated profit or unperformed services. The Consultant will be paid for its services based on the staff time performed up to the date of termination.

(c) If the termination is due to the failure of the Consultant to fulfill its Agreement obligations in a timely and proper manner as provided for in this Agreement, the Consultant shall be liable to the City for any additional cost incurred by the City to correct the Consultant's errors.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in compensation shall be made as provided in Paragraph (b) of this clause.

13. Changes.

(a) The City may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Agreement.

(b) No services for which an additional cost or fee will be charged by the Consultant shall be furnished without prior written authorization from the City.

14. Assignability.

Other than as described in the Consultant's proposal to the City, the Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto, provided, however, that claims for money due to the Consultant from the City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, and until such notice is received, the

assignment shall be ineffective against the City.

15. Interest of Consultant.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

16. Property Rights.

All work produced, and the product of all services rendered by the Consultant pursuant to this Agreement, shall be the property of the City. The Consultant agrees that any work based on the services rendered under this Agreement shall be kept in confidence and not be released, published, or disseminated in any form without the consent in writing of the City.

17. Right to Data.

The City shall have unlimited rights, for the benefit of the City, to all drawings, designs, specifications, notes, reports, summaries, estimates and other work developed in the performance of this Agreement, without additional cost to the City; and with respect thereto, the Consultant agrees to and does hereby grant to the City a royalty-free license to all such data which it may cover by copyright and to all designs as to which it may assert any rights or establish any claim under the design patent or copyright laws. The Consultant, for a period of three (3) years after completion of the project, agrees to furnish and to provide access to the original or copies of all such materials at the request of the City.

18. Disputes.

Pending final decision or determination by a court of competent jurisdiction of a dispute arising under this Agreement, the Consultant shall proceed diligently with performance in accordance with the Agreement and in accordance with the City's direction.

19. Final Payment.

Prior to final payment under the Agreement, or prior to settlement upon termination of the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the City a release of all claims against the City arising under or by virtue of this Agreement.

20. Non-Discrimination and Affirmative Action

(a) Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the City

and Consultant will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause. In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

(b) The Contractor shall comply with the City's non-discrimination and affirmative action policy for the Project as set forth in "Exhibit F Non-Discrimination and Affirmative Action Policy for the Project" (Appendix G).

21. Consulting Liability

The Consultant will be responsible for all damage to life and property due to negligent acts, errors, or omissions of the Consultant, the Consultant's subcontractors, agents, or employees in the performance of service under this Agreement.

The Consultant shall indemnify and save harmless the City from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of the Consultant under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service shall include, in addition to negligence founded upon tort, negligence based upon the Consultant's failure to meet professional standards and resulting in obvious and patent errors in the progression of the Consultant's work. Nothing in this Agreement shall create or give to third parties any claim or right of action against the City beyond such as may legally exist irrespective of this Agreement.

22. Insurance.

The Consultant shall not commence any work, and the Consultant shall not permit any employee or subcontractor to commence any work until satisfactory proof of carriage of all required forms of insurance are submitted to and approved by the City. The consultant shall be required to take out and maintain the following insurance coverage at the limits indicated over the duration of the project:

<u>Insurance</u>	<u>Limits</u>
Commercial General Liability (including Contractual Liability, Bodily Injury and Property Damage Combined, and Personal Injury)	Not less than \$1,000,000.00 each occurrence Not less than \$2,000,000.00 in aggregate
Commercial Automobile Liability (including Bodily Injury and Property Damage Limit Combined)	Combined limit not less than \$1,000,000.00
Professional Liability	Not less than \$1,000,000.00 each claim Not less than \$1,000,000.00 in aggregate

(d) Workers' Compensation Insurance

The Consultant shall take out and maintain, during the life of this contract, Workers' Compensation Insurance to limits required by New York State law for all his employees employed at the site of the project and in case of any of the work being sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant. The Consultant shall take out and maintain Employer's Liability Insurance in an amount not less than \$1,000,000.00 each accident.

(e) Disability Benefits Coverage

The Consultant shall take out and maintain Disability Benefits coverage to limits as required by New York State law over the duration of this project.

(e) Proof of Carriage of Insurance and Other Requirements

The Consultant shall furnish the City with certificates of insurance for each type of insurance required, indicating the City and Glen Cove Community Development Agency as certificate holders and as additional insured.

All certificates and insurance policies shall bear the policy numbers, the expiration date of the policies and the limits of liability thereunder. Both the certificates and the policy shall be endorsed to provide the City with any notice of cancellation at least ten (10) days prior to the actual date of such cancellation.

Failure to maintain the required insurance shall be grounds for termination for default.

This Agreement shall be void and of no effect unless the Consultant procures the required insurance policies and maintains them until completion of the work or acceptance by City, whichever is later.

The insurance policies should be provided by insurance companies licensed to do business in the State of New York.

23. Controlling Law.

This Agreement is to be governed by the laws of the State of New York.

24. Successors and Assigns.

(a) The City and Consultant each is hereby bound, and the partners, successors, executors, administrators and legal representatives of the City and Consultant (and to the extent permitted by Paragraph (b) below, the assigns of the City and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

(b) Other than as indicated in the Consultant's proposal to the City, neither the City nor Consultant shall assign, sublet or transfer any rights under, or interest in (including, but without limitation, moneys that may become due or moneys that are due), this Agreement without written consent of the other, or execute to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this paragraph shall prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder.

(c) Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and Consultant and not for the benefit of any other party.

25. Order of Precedence.

The Consultant shall follow the order of precedence below regarding guidelines pursuant to this Agreement:

(a) DASNY guidelines, including but not limited to City-DASNY Grant Disbursement Agreement. If there are any discrepancies between the requirements of this contract and those of the

said Grant Disbursement Agreement, the Grant Disbursement Agreement will take precedence.

(b) City of Glen Cove guidelines;

(c) Any and all questions on conflicting guidance shall be directed to the attention of the Glen Cove Department of Public Works Director in writing by the Consultant.

26. Code of Ethics.

The Consultant specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State, or Municipal officers and employees.

27. Covenant against Contingent Fees.

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

28. Subcontractors/Subconsultants.

All subcontractors and subconsultants performing work on this project shall be bound by the same required Agreement provisions as the Consultant. All agreements between the Consultant and subcontractor or other subconsultant shall be subject to review by the City.

NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Agreement provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the City has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

29. Service of Process.

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Consultant's actual

receipt of process or upon the City's receipt of the return thereof by the United State Postal Service as refused or undeliverable. The Consultant must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. The Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

30. Notice.

Any written notice required or authorized under this Agreement shall be personally delivered, sent by certified mail or overnight delivery, or transmitted by facsimile or electronic mail transmission (including PDF) to the authorized representatives designated under this Agreement. The party providing notice must be able to document delivery to the other party. The contact information of the authorized representatives for written notices shall be inserted below:

To: Hirani Engineering and Land Surveying, P.C.
Address: 120 West John Street, Hicksville, NY 11801
Attention: Jitendra Hirani, P.E., President
Telephone: (516) 248-1010
Fax: (516) 248-9018
Email: jhirani@hiranigroup.com

To: City of Glen Cove
Address: City Hall, 9 Glen Street, Glen Cove, NY 11542
Attention: Timothy Tenke, Mayor
Telephone: (516) 676-2004
Fax: (516) 676-0108
Email: TTenke@cityofglencoveny.org

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received a confirmation of such fax or electronic transmission. The named representatives of the Contractor of City may, for purposes of this Contract, change his or her address, fax number, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Article.

33. Miscellaneous.

(a) This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the

purposes hereof.

(b) No contractual relationship shall be deemed to exist between the Consultant and the State as a result of this Agreement.

(c) The paragraph headings in this Agreement are included solely for reference, and shall not define, limit, or affect the construction or interpretation of this Agreement.

(d) Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and be enforced as though it were included herein.

(e) All appendices to this Agreement (Appendices A-G) are made a part hereof.

APPENDICES

Appendix A: Scope of Services

Appendix B: Work Schedule [TO BE ADDED]

Appendix C: Fee Schedule

Appendix D: Organization Chart

Appendix E: City-DASNY Grant Disbursement Agreement

Appendix F: Title VI/Non-Discrimination Assurances

Appendix G: Exhibit F Non-Discrimination and Affirmative Action Policy for the Project

IN WITNESS WHEREOF, the Hirani Engineering and Land Surveying, P.C. have executed this Agreement as of the day and year first above written.

CITY OF GLEN COVE

HIRANI ENGINEERING AND LAND
SURVEYING, P.C.

By: _____

By: _____

Timothy Tenke, Mayor

Name, Title

Name, Title

ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this _____ day of _____, 2019 before me personally came and appeared Timothy Tenke, to me known, who being by me duly sworn, did depose and say that he resides at 9 Glen Street, Glen Cove, New York 11542, that he is the Mayor of the City of Glen Cove, the municipal corporation described in and which executed the foregoing instrument, that he knows the seal of the City of Glen Cove, the seal affixed to said instrument is such municipal seal, that it was so affixed by order of the City Council of the City of Glen Cove, that he signed his name thereto by like order, and that said order empowered him to bind the City of Glen Cove to the obligations of the foregoing agreement.

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this _____ day of _____, 2019 before me personally came and appeared _____, to me known, who being by me duly sworn, did depose and say that _____ (HE/SHE) resides at _____ 120 West John Street, Hicksville, NY 11801, that _____ (HE/SHE) is the _____ of Hirani Engineering and Land Surveying, P.C., the corporation described in and which executed the foregoing instrument, that _____ (HE/SHE) knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, that _____ (HE/SHE) signed _____ (HIS/HER) name thereto by like order, and that said order empowered him to bind the said corporation to the obligations of the foregoing agreement

Notary Public



Quoted By: Jennifer Barns
Date: 6/4/2019
Quote Expiration: 12/1/2019
Quote Name: City of Glen Cove - ERP - HR Training
Quote Number: 2019-86703
Quote Description: City of Glen Cove - ERP - HR Training

Sales Quotation For

City of Glen Cove
9 Glen St # 13
City Hall
Glen Cove, NY 11542-2770
Phone +1 (516) 676-2789

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Implementation	8	\$175.00	\$0.00	\$1,400.00
TOTAL:				\$1,400.00

Summary

One Time Fees

Recurring Fees

Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$1,400.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$1,400.00	\$0.00
Contract Total	\$1,400.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O. #:	_____

All primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Comments

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



Quoted By: Jennifer Barns
 Date: 6/6/2019
 Quote Expiration: 10/20/2019
 Quote Name: City of Glen Cove - ERP - Utility Billing
 Quote Number: 2019-72446
 Quote Description: City of Glen Cove - ERP - Utility Billing

Sales Quotation For

City of Glen Cove
 9 Glen St # 13
 City Hall
 Glen Cove, NY 11542-2770
 Phone +1 (516) 676-2789

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Additional:					
UB Interface	1.0	\$5,940.00	0	\$0.00	\$0.00
Utility Billing	1.0	\$24,120.00	0	\$0.00	\$0.00
TOTAL:		\$30,060.00	0	\$0.00	\$0.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Revenue:						
UB Interface	\$16,500.00	48	\$8,400.00	\$0.00	\$24,900.00	\$0.00
Utility Billing CIS	\$58,000.00	208	\$36,400.00	\$38,000.00	\$132,400.00	\$0.00
TOTAL:	\$74,500.00	256	\$44,800.00	\$38,000.00	\$157,300.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Planning Services	1	\$6,000.00	\$0.00	\$6,000.00
Tyler Forms Library - Utility Billing	1	\$5,500.00	\$0.00	\$5,500.00
TOTAL:				\$11,500.00

Summary**One Time Fees****Recurring Fees**

Total SaaS	\$0.00	\$30,060.00
Total Tyler Software	\$74,500.00	\$0.00
Total Tyler Services	\$94,300.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$168,800.00	\$30,060.00
Contract Total	\$198,860.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Utility Billing - Assessments	\$2,500.00	\$0.00	\$2,500.00
Utility Billing - Backflow	\$4,000.00	\$0.00	\$4,000.00
Utility Billing - Balance Forward AR	\$9,100.00	\$0.00	\$9,100.00
Utility Billing - Consumption History up to 5 years	\$4,500.00	\$0.00	\$4,500.00
Utility Billing - Service Orders	\$6,200.00	\$0.00	\$6,200.00
Utility Billing - Services	\$5,600.00	\$0.00	\$5,600.00
Utility Billing - Standard	\$6,100.00	\$0.00	\$6,100.00
TOTAL:			\$38,000.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O. #:	_____

All primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

Comments

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

SUBMITTER MERCHANT
PAYMENT PROCESSING AGREEMENT, INSTRUCTIONS AND GUIDELINES
(Standard MCC – Convenience Fee)

Worldpay US, Inc. ("Worldpay" or "we", "us", or "our" and the like), for itself and on behalf of Citizens Bank, N.A., a national banking association ("Bank"), is very excited about the opportunity to join Value Payment Systems, LLC ("VPS"), in providing you with state-of-the-art payment processing services. When your customers pay you through VPS, you may be the recipient of a credit card or debit card ("Card") funded payment. The organizations that operate these credit card and debit card systems (such as Visa U.S.A., Inc. and MasterCard International, Inc. (collectively, the "Payment Networks") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Networks and (ii) agree to comply with the operating rules and regulations of the Payment Networks, as in effect from time to time (collectively, the "Rules") as they pertain to applicable credit and debit card payments you receive through VPS.

By executing this document, you are fulfilling the Payment Network Rules that require you to enter into a direct contractual relationship with a member, and you are agreeing to comply with Payment Network Rules as they pertain to payments you receive through the VPS service. In the event you fail to comply with the Payment Network Rules, you will be liable for all fees and fines imposed by the Payment Networks. We understand and acknowledge that you have contracted with VPS to obtain credit card and debit card processing services on your behalf and that VPS may have agreed to be responsible to you for certain of your obligations to us under this Agreement as specifically set forth in the agreement between you and VPS (your "VPS Customer Agreement").

The following information is designed to inform and assist you as we begin our relationship.

1. Your acceptance of Cards

You agree to comply with all applicable Payment Network Rules. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Networks.

In offering payment options to your customers, you may elect any one of the following options: (1) Accept all types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards; (2) Accept only Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards, but not consumer debit/check cards, and all commercial card products, including business debit/check cards); or (3) Accept only Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products but not business debit/check cards, and refuse to accept any kind of credit cards). The acceptance options above apply only to domestic transactions.

If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage/postings to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products). You may not require a cardholder, as a condition for honoring a Card, to sign a statement that waives the cardholder's right to dispute the transaction with the Card issuer.

For recurring transactions, you must obtain a written request or similar authentication from your customer for the goods and/or services to be charged to the customer's account, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Submission of Transactions: Payment

You will transmit, or cause to be transmitted on your behalf, information to us, which information represents your sales to be authorized and settled (paid) by Card transactions. We will process your sales data to facilitate the funds transfer between the various Payment Networks and you for Card sales. After we receive funds for such sales from the Payment Networks, we will make payments to you as more specifically set forth on the Funding Schedule attached hereto.

You must not submit transactions for payment until the goods are delivered, shipped, or the services are performed. If the cardholder disputes being charged for merchandise or services before receiving them, the result may be a chargeback to you ("Chargeback").

3. Chargebacks: Fraud; Temporary Holdback

3.1 Chargebacks. You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks: (1) You do not issue a refund to a customer upon the return or non-delivery of goods or services; (2) An authorization/approval code was required and not obtained; (3) The transaction was fraudulent; (4) The customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or (5) The customer refuses to make payment for a Card sale because in the customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner. You agree to (1) reimburse the Bank or Worldpay (or VPS, if VPS has reimbursed Bank or Worldpay on your behalf) for the amount of the transaction in the event of a Chargeback (the "Transaction Amount") and (2) to pay a handling fee for each Chargeback (the "Handling Fee") unless VPS has agreed to do so on your behalf pursuant to both your VPS Customer Agreement and an agreement between VPS and Worldpay.

3.2 Fraud. You agree to be solely responsible for losses and expenses incurred by Bank or Worldpay as a result of or arising out of the fraud, gross negligence or willful misconduct of your employees, contractors (other than VPS) or agents.

3.3 Temporary Holdback. In addition to any of the other rights granted to the Bank and Worldpay in this Section 3, in the event that the Bank and Worldpay, at any time during the term of this Agreement, determine in their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual or suspicious activity involving your account, a cardholder's account, or otherwise, including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected compromise of cardholder data or other breach of Data Security Guidelines, or you are identified by a Payment Network as experiencing excessive Chargebacks, the Bank, or Worldpay on behalf of the Bank, may hold funds otherwise due you in the Bank's name and in a non-segregated and non-interest bearing account for a commercially reasonable period as the Bank or Worldpay, in its commercially reasonable discretion deems necessary, to reimburse the Bank and Worldpay for Chargebacks and credits issued by you in respect of such activity, plus other costs or liabilities reasonably anticipated to be due from you to Worldpay or the Bank under the terms of this Agreement as a result of such activity. Worldpay and the Bank shall communicate the findings of the related investigation to you, as well as their determination regarding the disposition of such funds, as soon as possible.

4. Financial Information

You agree to provide such financial information as may be requested by Worldpay or the Bank from time to time during the term of this Agreement in order for Worldpay or the Bank to comply with the Payment Network Rules or to otherwise enable Worldpay and the Bank to assess your financial condition and the related risk associated with your business as it relates to this Agreement.

5. Data Security and Privacy

You represent to us that you do not have access to Card information (such as the cardholder's account number, expiration date, and CVV2) and you will not request access to such Card information from VPS. In the event that you receive such Card information in connection with the processing services provided under this Agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Network Rules or applicable law. Further, in the event you do have access to Card information, you acknowledge that you are bound to abide by all applicable standards, guidelines, practices or procedures recommended or required by the applicable Payment Networks with respect to data security or protection of cardholder data, as such may be amended from time to time (collectively "Data Security Guidelines"), including, without limitation, Payment Card Industry Data Security Standards ("PCI"), PIN Entry Device Standards ("PED"), and Payment Application- Data Security Standards ("PA-DSS"). Currently, the PCI guidelines require Customer (a) to observe, among other things, standards of due care with regard to the protection of sensitive cardholder information; and (b) to insure that the point of sale equipment and applicable software used by Customer comply with PCI guidelines. If you know or suspect a security breach, you must notify us immediately. If a Payment Network requires you to submit to an audit in connection with a breach or suspected compromise of cardholder data or any other breach of Data Security Guidelines, you shall cooperate with such audit and shall be responsible for the cost of the audit. Your obligations under this provision shall survive termination of this Agreement.

6. Disclaimer; Limited Liability

6.1 Disclaimer of Warranties. Worldpay and the Bank hereby disclaim all warranties, with respect to the services and products provided hereunder, whether expressed, implied, statutory or otherwise, including without limitation, any warranty of merchantability or fitness for a particular purpose.

6.2 Limitation of Liability. Under no circumstances shall the financial responsibility of Worldpay or the Bank for any failure of performance by Worldpay or the Bank under this Agreement exceed the fees or charges paid to such party for the transaction or activity that is or was the subject of the alleged failure of performance. In no event shall the Bank or Worldpay, their agents, officers, directors, employees or affiliates, be liable for any special, incidental, consequential, punitive, or exemplary damages or claims by you or any third party relative to the transactions or activities hereunder, whether or not such damages were foreseeable.

7. Term; Termination

7.1 Term. This Agreement shall continue in effect until the earlier of (a) termination or expiration of your VPS Customer Agreement or (b) a period of one year after the date on which your first draft is presented to the Bank following acceptance of this Agreement (as evidenced by an authorized signature hereon) by Worldpay and the Bank. Such term shall automatically renew for successive one year periods at the end of the original and each renewal term, unless any party elects to terminate by giving written notice of non-renewal to the other party 90 days before the expiration of the then current term.

7.2 Termination Without Notice. Worldpay or the Bank may terminate this Agreement without notice, at any time as a result of any of the following events: (a) your material noncompliance with the Rules; (b) any voluntary or involuntary bankruptcy or insolvency proceedings by you, your parent or an affiliated entity; (c) Worldpay or the Bank, in its commercially reasonable discretion, deems you to be financially insecure such that Worldpay or the Bank is at a material risk of loss; (d) you or any other person owning or controlling your business is or becomes listed in the Combined Terminated Customer File (or its equivalent) maintained by the Payment Networks; (e) you materially alter the nature and type of business conducted, or (f) Worldpay or the Bank is prohibited by applicable law from conducting business with you or your principals.

7.3 Additional Rights. Upon notice of any termination of this Agreement, the Bank shall determine, in its commercially reasonable discretion, and the Bank, or Worldpay on behalf of the Bank, may notify you of the estimated aggregate dollar amount of your Chargebacks, refunds, and other obligations and liabilities that the Bank and Worldpay reasonably anticipate may become due subsequent to termination, and you shall immediately deposit such amount with the Bank or the Bank may withhold such amounts from credits due to you. The Bank is authorized to hold such funds for a reasonable period not to exceed the latter of the ten months after

termination of this Agreement or the length of time applicable laws, rules or regulations or Payment Networks impose actual or potential liability upon any party to this Agreement. You shall have no rights to such funds until all of your obligations under this Agreement are satisfied, and Worldpay and the Bank may receive out of such funds those amounts that are or become due to Worldpay and the Bank pursuant to this Agreement.

7.4 Survival. The obligations of all parties hereto incurred prior to the effective date of termination or arising from transactions processed prior to the termination shall survive the termination of this Agreement. In addition to the foregoing and in addition to those sections of this Agreement which by their terms survive, Sections 3.2, 6.1, 6.2, 7.4, and 8.1 through 8.5 shall survive any termination or expiration of this Agreement.

8. General Provisions

8.1 Assignment. You may not assign this Agreement, directly or indirectly, including by operation of law, without the prior written consent of the other parties. Any sale or transfer of equity interests such that the holders of the equity interests as of the date hereof do not own more than 50% of the equity interests immediately after such transfer shall be deemed an assignment of this Agreement.

8.2 Attorneys' Fees. In the event any party hereto shall employ legal counsel or bring an action at law or other proceeding against another party to enforce any of the terms, covenants, or conditions hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs so incurred.

8.3 Confidentiality. The parties acknowledge that each of their respective businesses is highly competitive and that their respective books, records and documents, technical information concerning their respective products, equipment, services and processes, procurement procedures and pricing information, and the names or other information (such as credit and financial data) concerning cardholders, all comprise confidential business information and trade secrets of each and are valuable, special and unique assets of the parties that they use in their business to obtain a competitive advantage over their competitors, which do not know or use this information or have access to it (collectively, "Protected Information"). The parties further acknowledge that the protection of each other's Protected Information against unauthorized disclosure and use is of critical importance to each in maintaining their respective competitive position. Accordingly, the parties hereby agree that neither they, nor any of their respective employees or agents, shall make any unauthorized disclosure of any Protected Information, or make any use thereof, except for the benefit of, and on behalf of, that party. The following information shall not be subject to protection under this Section 8.3: information that (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (b) was known by the receiving party before receiving such information from the disclosing party; (c) is hereafter rightfully obtained by the receiving party from a third party, without breach of any obligation to the disclosing party; or (d) is independently developed by the receiving party without use of or reference to the Protected Information. Each party may disclose the other party's Protected Information if and to the extent that such disclosure is required or requested by applicable law or any regulatory or governmental authority. The provisions of this Section 8.3 shall be effective during the term of this Agreement and shall survive for a period of two years thereafter, provided with respect to Protected Information that constitutes a trade secret under applicable law, the provisions of this Section 8.3 shall be effective during the term of this Agreement and shall survive for the longer of (i) two years after the termination of this Agreement, or (ii) for so long as such information continues to qualify as a trade secret under applicable law, excluding failure to so qualify as a result of breach of this Agreement. Notwithstanding anything contained to the contrary herein, the parties further agree that all cardholder data shall be protected in accordance with applicable law and the Rules.

8.4 Entire Agreement; Modification, Waiver. This Agreement and any accompanying schedules constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations, whether oral or written between them with respect to the subject matter hereof. Except as otherwise set forth herein, this Agreement may not be amended or modified, except by an instrument in writing executed by all parties. No waiver by any party of any provision of this Agreement will be valid unless the same will be in writing and signed by the party making such waiver. No waiver of a provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.

8.5 U.S. Patriot Act Customer Identification Notice, Regulatory Requirements, Credit Reports. In order to assist the U.S. government in its efforts to fight terrorism and money laundering activities, federal law requires Worldpay and the Bank to obtain, verify, and record information that identifies persons and entities establishing a business relationship with Worldpay or the Bank through the purchase of products or services. The information required varies based on whether you are a publicly or privately owned business. When establishing a business relationship, Worldpay and the Bank shall ask for identification and verification information, which may include, without limitation, the legal name of the entity, identification of the primary principal contact of the business (if required by law), physical address of the entity or principal, date of formation (for business entities), date of birth (for individuals), and other information that allows Worldpay and the Bank to identify you and your principals. You agree to provide all information requested by Worldpay and the Bank that is required in order for Worldpay and the Bank to comply with applicable law. In addition and in connection with such regulatory requirements, you shall provide prior written notice to the Bank and Worldpay of any change in the ownership or composition if as a result of such change, an individual or entity who does not own 20% or more of the beneficial equitable ownership as of the date hereof becomes the owner of 20% or more of the beneficial equitable interest hereafter. You acknowledge that Worldpay and the Bank may require that a consumer report of certain officers, partners, or owners be provided from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter.

8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Agreed and Accepted by:

Worldpay US, Inc. for itself and on behalf of
Citizens Bank, N.A.

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

FUNDING SCHEDULE

In order to receive funds from Worldpay you must designate a bank account (the "Deposit/Chargeback Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. You authorize Worldpay to initiate electronic credit and debit entries and adjustments to the Deposit/Chargeback Account in accordance with this Funding Schedule. You agree that you will not close or restrict Bank or Worldpay's access to the Deposit/Chargeback Account. We will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Payment Networks or the bank.

The funds payable to the Deposit/Chargeback Account shall be equal to the amounts received by us from the Payment Networks in respect of your Card transactions less all Chargebacks, customer refunds and other applicable charges. Such amounts will be paid into the Deposit/Chargeback Account as soon as practicable following our receipt of the funds from the applicable Payment Network. If the funds payable to the Deposit/Chargeback Account do not represent sufficient credits, or the Deposit/Chargeback Account does not have a sufficient balance to pay amounts due from you under this funding schedule, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Deposit/Chargeback Account for the amount of the negative balance; (iii) withhold settlement payments to the Deposit/Chargeback Account until all amounts are paid; (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

Unless and until we receive written instructions from you to the contrary, all amounts payable by Worldpay to you will be deposited in the Deposit/Chargeback Account designated and authorized by you as set forth below:

Name of Bank: _____
ABA No.: _____
Account No.: _____
Account Name: _____
Reference: _____

Service Agreement

This agreement is entered into between T TECH, LLC. (Hereinafter called T TECH) and _____ (hereinafter called Merchant). Merchant acknowledges that it has read and understands the Terms and Conditions of this agreement, including the provisions contained on the back page hereof, and the information completed below is accurate.

Merchant's Legal Name:	Date:
Merchant's "Doing Business As" Name:	Fed Tax ID # or SSN:
Store Number (if any)	Type of Business SIC Code
Street Address:	Phone Number:
City, State, Zip:	Fax Number
Contact Name:	E-Mail Address:
Contact Title:	

Automated Clearing House (ACH)	
ACH Service Type: ARC: WEB: TEL: POP: BOC: PPD: CCD:	
MID: Note - Additional MID's required for multiple service type's	
Administrative Set-Up Fee PASS THROUGH	VPS
Monthly Minimum Fee	VPS
ACH Transaction Fee	VPS
ACH Discount Rate	
ACH Chargeback Fee	VPS
ACH Representments – Returns due to insufficient funds are re-deposited twice	Yes / <u>No</u>
ACH Representments Fee	

AUTHORIZATION FOR PRE-ARRANGED PAYMENT (ACH): Please attach "voided check" or deposit ticket

Merchant hereby authorizes T TECH, LLC. or its designated agent to initiate ACH debit and / or deposit entries for the one-time, monthly, per transaction, chargeback and adjustment entries, and percentage fees described above, as well as applicable tax, to be automatically deducted from the Merchant's GL account indicated below at the depository named below (hereinafter called DEPOSITORY)

Depository Bank _____

Transit / ABA Number _____

Account # _____

This authority is to remain in full force and effect until T TECH and DEPOSITORY have received written notification from merchant of its termination in such time and in such manner as to afford T TECH and DEPOSITORY an opportunity to act on it. If Merchant refuses or fails to honor a valid ACH transaction initiated by T TECH, T TECH shall have the right to charge Merchant with T TECH's usual administrative fee and Merchant agrees to pay such fee upon demand by T TECH. Merchant has the right to stop payment of a debit entry and to have an erroneous debit credited to its account in accordance with the NACHA Rules.

By authorizing this agreement you acknowledge you accept the Terms and Conditions of Service:

T Tech LLC

(Merchant) _____

By: _____

By: _____

Print: Scott Haskins

Print: _____

Title: President

Title: _____

Terms and Conditions

SERVICES: T TECH agrees to provide the services selected by Merchant on the front side hereof. All such services shall be provided by T TECH in accordance with laws applicable to the services and subject to the terms and conditions of this Agreement.

AUTHORIZATION REQUIREMENTS FOR ACH ITEMS: Merchants originating entries being submitted into the ACH Network for electronic settlement, must follow and adhere to the terms and conditions of this Agreement. Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). Merchant shall strictly comply with all guidelines and rules established by T TECH regarding the quality of data submitted to T TECH, input schedules and deadlines and all other matters pertinent to the processing and delivery of ACH entry data.

Checks that may not be converted into ACH entries:

- Corporate or Business checks (except for WEB)
- Third-party checks,
- Credit card checks (equity line / line of credit checks),
- Obligations of a financial institution (e.g. cashier's checks, money orders, etc),
- Checks drawn on the Treasury of the United States, A Federal Reserve Bank, or a Federal Home Loan Bank,
- Checks drawn on a state or local government, or
- Checks payable in a medium other than United States currency.

WEB SALES PROCEDURES:

WEB ENTRY: A WEB entry is defined as an ACH debit entry to a Consumer Account (personal DDA number) initiated by the consumer to a Merchant-Business, via the Internet, for goods or services provided by said merchant.

AUTHORIZATION REQUIREMENTS FOR ACH ITEMS: Merchants originating WEB entries being submitted into the ACH Network for electronic settlement, must obtain the consumer's authorization prior to initiating a debit entry under this application. Although the NACHA Operating Rules do not prescribe specific authorization language for the WEB application, the authorization must conform to the requirements of the NACHA Operating Rules, which require that the authorization (1) be in a writing that is signed or similarly authenticated by the Consumer, (2) be readily identifiable as an ACH debit authorization, (3) clearly and conspicuously state its terms, and (4) must (for recurring payments only) provide the Consumer with a method to revoke their authorization by notifying the Merchant in the manner prescribed. The Merchant should prompt the consumer to print the authorization and retain a copy. The Merchant must be able to provide the consumer with a hard copy of the authorization if requested to do so. Only the consumer may authorize the WEB transaction, and not a Third-Party Service Provider on behalf of the consumer. The NACHA Operating Rules include the use of a digital signature or code to similarly authenticate a written authorization. This does not exclude other methods of similarly authenticating an authorization, such as passwords, biometrics, etc.

"WEB" CHECK CONVERSION OBLIGATIONS: Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to retain, or have retained on their behalf by an outside vendor, a written authorization from each customer prior to transmitting a WEB based ACH entry to the customer's account. The authorization shall conform to the requirements of the Rules for WEB based transactions as stated above. Merchant shall retain a copy of such authorization for a period of two (2) years following the date the authorization is initiated. Merchant agrees and acknowledges that it will assist in resolving all consumer disputes in a timely manner, and will allow T Tech to refer inquiring Financial Institutions directly to Merchant, or to Merchant's supporting vendors, for information regarding the nature and conditions of each transaction initiated to the customer's account.

TEL SALES PROCEDURES:

TEL ENTRY: A TEL entry is defined as a Single-Entry ACH debit entry to a Consumer Account (personal DDA number) initiated in response to a consumer's oral authorization to a Merchant-Business, captured via the telephone, for goods or services provided by said merchant.

AUTHORIZATION REQUIREMENTS FOR ACH ITEMS: Merchants originating TEL entries being submitted into the ACH Network for electronic settlement, must adhere to the following requirement. A TEL entry may be transmitted only in circumstances in which (1) there is an existing relationship between the Merchant and the consumer, or (2) there is not an existing relationship between the Merchant and the consumer, but the consumer has initiated the telephone call to the Merchant. **A TEL entry may not be used when the Merchant has initiated the telephone call.** The Merchant and the consumer are considered to have an existing relationship when either (1) there is a written agreement in place between the Merchant and the consumer for the provision of goods or services, or (2) the consumer has purchased goods or services from the Merchant within the past two years. For purposes of these "Rules", an affiliate of a Merchant that has an existing relationship is not deemed to have an existing relationship with respect to TEL items.

TEL TRANSACTION OBLIGATIONS: Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to obtain the consumer's explicit authorization prior to initiating a debit entry to a consumer's account. Merchant need not provide the consumer with a written authorization for the consumer to sign or similarly authenticate. Instead, the Merchant may obtain the consumer's authorization for a TEL entry orally via the telephone. Merchant is obligated either to tape record the consumer's oral authorization or to provide, in advance of the Settlement Date of the entry, written notice to the consumer that confirms the oral authorization. The consumer must be provided, and must acknowledge, the following terms of the transaction:

- The date on or after which the consumer's account will be debited;
- The amount of the debit entry to the consumer's account;
- The consumer's name;
- A telephone number that is available to the consumer and answered during normal business hours for customer inquiries;
- The date of the consumer's oral authorization; and
- A statement by the consumer that the authorization obtained from the consumer will be used to originate an ACH debit entry to the consumer's account.

For an oral authorization obtained over the telephone to be in accordance with the requirements of the NACHA Rules, (1) the Merchant must state clearly during the telephone conversation that the consumer is authorizing an ACH debit entry to his account, (2) the Merchant must express the terms of the authorization in a clear manner, and (3) the consumer must unambiguously express consent. Silence is not express consent. The Merchant must retain either the original or a duplicate tape recording of the consumer's oral authorization OR a copy of the written notice confirming the consumer's oral authorization for two (2) years from the date of the authorization. Merchant must provide a copy of the consumer's authorization when requested. Such request could be by the Merchant's bank, T TECH, NACHA, the consumer's bank, or any proper Government Agency. A Merchant using a voice response unit (VRU) to capture a consumer's authorization for a TEL entry must understand that key-entry



responses by the consumer to input data and to respond to questions does not qualify as an oral authorization. A VRU may be used by the consumer to key enter data and to respond to questions, provided that the actual authorization by the consumer is provided orally. A Merchant that chooses the option to provide the consumer with written notice confirming the consumer's oral authorization must disclose to the consumer during the telephone call the method by which such notice will be provided. The written notice must include, at a minimum, the six pieces of information required to be disclosed during the telephone call, as described above. Merchant understands that the term 'provide' is intended to mean that the merchant has utilized a medium such as US mail, fax, or other mail delivery, to send the written notice to the consumer. Disclosure in electronic form, including e-mail, can be used however; state and or federal laws may require consumer consent before using electronic notices/disclosures. The term "provide" does not imply receipt of such notice by the consumer. Merchant also understands that when written notice is used to confirm the authorization, the consumer must be afforded the right to contact the Merchant, using the telephone number provide, to correct any erroneous information contained within the notice. In order to minimize the risk of entry errors, Merchant agrees to use a commercially reasonable system, technology, practice, or procedure to verify, (A) that the routing numbers are valid, and (B) the identity of the consumer. Merchant agrees and acknowledges that it will assist in resolving all consumer disputes in a timely manner, and will allow T TECH to refer inquiring Financial Institutions directly to Merchant, or to Merchant's supporting vendors, for information regarding the nature and conditions of each transaction initiated to the customer's account.

POP SALES PROCEDURES

CHECK VERIFICATION: Each check tendered at the point of sale will be processed through T TECH's national positive and negative database to help Merchant decide whether to accept or decline the customer's check. Merchant agrees to use the check verification service solely for legitimate Merchant business purposes at Merchant's business location(s) in connection with the presentment of customers' checks for the purchase of goods or services from Merchant. Merchant shall not permit the check verification service to be used for any other purpose or by any person or entity other than Merchant, and Merchant agrees to instruct its employees accordingly.

POINT OF SALES PROCEDURES: Merchant agrees that in order for check data provided at the point of sale to be accurately compared with the T TECH database, Merchant must use a properly programmed and functioning check reader. As a result of information obtained through T TECH, Merchant shall immediately advise the customer whose check was declined, via a T TECH referral card and/or copy of the printed receipt. Customer inquiries concerning the reasons for decline and requests for assistance to correct the problem shall be directed to the reporting agency that communicated the fact that the customer's check should be declined (i.e., not T TECH). This agency name and phone number will be provided on the receipt and/or terminal display screen.

NO LIABILITY FOR LOSSES: Merchant agrees and understands that T TECH is not guaranteeing or insuring any consumer transactions. T TECH has no liability for any losses the Merchant may incur as the result of a consumer transaction that has been authorized by the Merchant using T TECH. T TECH will not be liable to Merchant, customers or any third party for any failure, error or delay in performance. In no event will T TECH be liable for incidental, special or consequential damages incurred by Merchant or any other person or entity.

CHECK CONVERSION OBLIGATIONS: Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to obtain a written authorization from each customer prior to transmitting a point-of-purchase entry to the customer's account. The authorization shall conform to the requirements of the Rules which require that the authorization (1) be in writing and signed or similarly authenticated by the customer using a digital signature or other code, (2) be readily identifiable as an EFT debit authorization, and (3) clearly and conspicuously state its terms. Merchant shall provide the customer with a copy of the authorization at the time the authorization is obtained and shall retain a copy of such authorization for a period of two (2) years following the date the authorization is signed. Merchant shall provide to the customer a copy of his authorization, along with a receipt containing specific information relating to the transaction. Merchant shall provide each customer with a transaction receipt at the time and place of purchase. The receipt shall contain, at a minimum, the following information regarding each debit entry to be initiated to the customer's account: (a) Merchant's name; (b) Merchant's telephone number; (c) the date of the transaction; (d) the amount of the transaction; (e) the check serial number captured from the source document; and (f) the Merchant number or other unique number that identifies the location of the transaction. If required by T TECH, Merchant agrees to also include the following additional information on the receipt provided to the customer: (a) Merchant's address; (b) Merchant's identification number; (c) the customer's financial institution routing number; (d) the account number of the customer; (e) the identification number of the customer; and (f) a transaction reference number. Merchant understands and agrees that the Rules prohibit the placement of a customer's complete account number and identification number on the receipt. Merchant shall void the check presented to Merchant by the customer in connection with each point-of-purchase transaction (i.e., the check that has been used as the source document for information relating to the transaction), and return it to the customer.

ADDITIONAL ITEMS

NO LIABILITY FOR LOSSES: Merchant enrolled in T TECH's Program, as indicated on the front section of this form, agrees and understands that T TECH is not guaranteeing or insuring any consumer transactions. T TECH has no liability for any losses the Merchant may incur as the result of a consumer transaction that has been authorized by the Merchant using T TECH's service. T TECH is not guaranteeing or insuring against bad-check losses. T TECH will not be liable to Merchant, customers or any third party for any failure, error or delay in performance. In no event will T TECH be liable for incidental, special or consequential damages incurred by Merchant or any other person or entity.

CONSUMER INQUIRY ASSISTANCE: Merchant agrees to provide to T TECH, or other requesting Financial Institutions or Government Agencies, all supporting documents or materials (as required by merchant to keep as prior reference within this Agreement) being held in connection to consumer transactions generated under the terms of this agreement. Merchant further agrees to provide said records within 5 days of being notified by T TECH or other Institution. Merchant will supply records in the manner that will provide the fastest and clearest copy.

TERMINATION: Either party reserves the right to terminate this agreement with 60 days written notice to the other party. Additionally, T TECH may immediately discontinue providing check processing to Merchant in the event Merchant fails to comply with or otherwise breaches the terms of this Agreement. In the event Merchant has transaction returns that exceed 8% of their monthly volume, T TECH may, at its option, terminate this Agreement. In the event Merchant stops conducting business in the normal course, becomes insolvent, or becomes subject to proceedings under the Federal Bankruptcy Act. T TECH may, at its option, immediately terminate this Agreement. In the event Merchant provides written notice to cancel, or verbal notice to cancel T TECH services and Merchant continues to utilize T TECH services, Merchant will continue to be charged for transaction activity.

INDEMNIFICATION: Merchant shall indemnify and hold harmless T TECH, their agents and employees against and from all actions, suits, losses, liabilities, damages, costs, and expenses, including court costs and attorneys' fees, relating to or arising from any and all claims asserted against T TECH due to negligence or misuse by Merchant in its use of T TECH services.

PRICING: Merchant agrees to pay T TECH, according to the "Fee Schedule" set forth on the front side hereof and pursuant to T TECH's usual fee schedule for any other services, T TECH's fees for services performed under this Agreement. T TECH reserves the right to change the service or the service fees with 30 days written notice to



TRANSACTION TECHNOLOGIES

Merchant. Further, merchant agrees to pay T TECH for any fees, fines, or penalties that result, or could result, from violations or sanctions assessed or levied by the NACHA Organization due to merchant not following these stated rules or from any improper compliance of these rules by merchant.

REPRESENTED ITEMS: Client represents and warrants with respect to all entries we process for you that: (a) EACH Customer has authorized the debiting and/or crediting of his, her, or its account and also for the collection of any returned check or transaction check fees, (b) EACH entry is for an amount agreed to by the Customer, (c) EACH entry is in accordance with the rules and properly authorized in all other respects. Client agrees to defend, indemnify, and hold Processor and all its agents harmless for any losses, liabilities, legal action costs or expenses we incur as a result of any breach of these representations and warranties either intentionally or unintentionally by Client. Client shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the Receiver of authority.

ENTIRE AGREEMENT: This Agreement makes up the entire agreement between the parties concerning Processors ACH services. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall remain enforceable. There are no third party beneficiaries of this Agreement. Client means each Client named on the T Tech, LLC. Processing Agreement and any and all other parties as the contract requires. If there is more than one Client named on the Processing Agreement each and every so named Client is bound by the signing thereof.

Expected Monthly Activity (Transactions and Amounts)

ACH	Remote Deposit Capture
Items: _____	Items: _____
Returns: _____	Returns: _____
Unauthorized Returns: _____	

Please provide copies of the following documents:

- ____ Most recent FYE and interim financial statements (income statement, balance sheet, etc.)
- ____ Government-issued identification of beneficial owners, officers, principals, attorneys-in-fact, or other authorized signers
- ____ Documents verifying the existence of the entity (e.g., Articles of Incorporation, Partnership Agreement, Articles of Organization (Limited Liability Companies), Fictitious Business Name Statement (Sole Proprietorships)
- ____ Copy of Statement of previous ACH provider

CONVENIENCE FEE

PAYMENT PROCESSING SERVICE AGREEMENT

THIS CONVENIENCE FEE PAYMENT PROCESSING SERVICE AGREEMENT (this "**Agreement**") is made and entered into as of the ____ day of _____, 20__ ("**Effective Date**") by and between Value Payment Systems, LLC, a Tennessee limited liability company ("**VPS**"), and the entity set forth on the signature page hereto ("**Merchant**").

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VPS and Merchant agree as follows:

1. E-PAYMENT SYSTEM.

1.1. **E-Payment System.** Subject to the terms of this Agreement, during the Term, VPS will process electronic payments to Merchant ("**Payments**") from Merchant's taxpayers, citizens and/or customers ("**Customers**") via an electronic payment system that is owned, operated and managed by VPS and is described in more detail on Schedule A (the "**E-Payment System**"). Merchant will promptly provide VPS with information reasonably required by VPS in order to promptly and accurately perform the services contemplated by this Agreement.

1.2. **Payment Date.** The date on which a Payment is posted to the E-Payment System by a Customer will be deemed the date the Payment is made for all purposes, including any late fees, if any, that Merchant may charge to such Customer. The date the Payment is "posted" is the date the Customer manually transmits the Payment to the E-Payment System or the date an agreed automatic Payment is initiated, whichever is applicable. VPS will remit to Merchant all Payments paid via the E-Payment System no later than three (3) business days following the date a Payment is posted.

1.3. **Chargebacks.** Merchant will promptly investigate all Chargebacks (as defined by the Rules of the applicable Payment Network) with the assistance of VPS. Merchant is responsible for the amounts of all Chargebacks, deposit errors, refunds, and unfulfilled products and services ("**Disputed Amounts**"). VPS is responsible for the third party fees and penalties levied by a Payment Network in respect of the investigation and resolution of a Chargeback ("**Chargeback Resolution Fees**"). VPS may, in its discretion, debit Merchant's account in respect of Disputed Amounts or bill Merchant for the amount of such Disputed Amounts (and in such case Merchant agrees to immediately remit payment to VPS).

1.4. **Fraud.** VPS may, in its sole discretion, implement any fraud prevention systems that it deems necessary, appropriate and/or advisable, including, but not limited to, CVV2, Address Verification Service, Verified by Visa, MasterCard Secure Code and/or similar systems.

1.5. **Modification of E-Payment System.** VPS may modify the features and functionality of the E-Payment System at any time and from time to time; provided, however, that VPS will not modify the E-Payment System in a manner that would significantly adversely affect the use thereof, without providing

at least ten (10) days prior notice to Merchant of any such modification.

1.6. **Fees.** In consideration for the provision of the E-Payment System, Customers will pay to VPS, in respect of each Payment, the Convenience Fees that are detailed in Schedule B ("**Convenience Fees**") and Merchant, if applicable, will pay to VPS the other fees set forth on Schedule B. VPS will pay the charges levied by the Payment Networks for processing Payments, including interchange fees, assessments, authorization fees, risk fees, transmission fees and similar fees ("**Transaction Fees**") and for Chargeback Resolution Fees. The Convenience Fees are calculated based on the assumptions that the total number of payments and the total payment amount collected each month from the use of non-consumer credit and debit cards shall be under 5% of the respective total per month and that the combined cost of Third Party Fees is less than 75% of the Convenience Fees charged by VPS for a given transaction type (e.g., tax payment) and/or payment method (e.g., Visa credit) (collectively, the "**Fee Assumptions**"). VPS may amend Schedule B, upon prior written notice to Merchant, if a Fee Assumption is not accurate or if such change is required due to changes in the Rules. "**Payment Network**" means a group of credit/debit card issuer banks, debit networks and other method providers, including, without limitation, Visa U.S.A., Inc., MasterCard International, Inc., American Express, Discover, and the NYCE, Pulse, Star, and Interlink debit networks. "**Rules**" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Networks. "**Third Party Fees**" means all taxes imposed by any governmental entity and Transaction Fees.

1.7. **Reporting.** VPS will provide its standard monthly transaction reports; provided, however, that VPS may provide custom transaction reports to Merchant for an additional monthly fee upon Merchant's request.

1.8. **Routing; Transaction Processing.** VPS may, in its sole discretion, to priority route Payments, route debit card Payments through a PINless debit network and/or process Convenience Fees as a single transaction (Convenience Fee plus Payment) or as separate transactions.

2. GENERAL

2.1. **Payment Network Rules; Other Obligations.** Merchant agrees to comply with all Payment Network Rules as may be applicable to the Merchant and in effect from time to time as published by any Payment Network, including, but not limited to, the rules published on Visa U.S.A.'s website and on MasterCard International's website. If applicable, Merchant will provide VPS with a copy of its annual PCI Attestation of Compliance (AOC) and/or PCI Self-Assessment Questionnaire (SAQ) (as applicable based on PCI DSS qualifications) annually. If Merchant chooses to accept American Express, then Merchant agrees to the terms and conditions set forth on Schedule C and agrees to comply with the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement and to take all actions requested by VPS to allow VPS to comply with the American Express Merchant Operating Guide requirements. If Merchant chooses

to accept Amex Move, then Merchant agrees to agree to comply with the Amex Move® Sponsored Merchant Terms And Conditions, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement and to take all actions requested by VPS to allow VPS to comply with the Amex Move® Sponsored Merchant Terms And Conditions. If Merchant chooses to accept PayPal, then Merchant and agrees to the term and conditions set forth on Schedule D. The American Express Merchant Operating Guide and Amex Move® Sponsored Merchant Terms and Conditions may be viewed at the URLs set forth on Schedule C. Worldpay US, Inc. and Citizens Bank, N.A. are third party beneficiaries of the provisions of this Section 2.1.

2.2. Exclusivity. Merchant will not accept credit card or other Electronic Payments through a similar E-Payment System for Payments from Customers for the services listed on Schedule A hereto other than through VPS without the prior written consent of VPS.

2.3. Compliance with Law. Each party will comply, at such party's own expense, with all laws, policies, guidelines, regulations, ordinances, orders, and rules of all governmental authorities and/or regulatory bodies having jurisdiction over such party and/or the subject matter of this Agreement, including, without limitation, the rules promulgated by the Credit Card Payment Networks, the Payment Card Industry (PCI) Data Security Standard, Visa Cardholder Information Security Program (CISP), the MasterCard Site Data Protection Program (SDP), and the Federal Trade Commission.

2.4. Nondisclosure. Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information"), and, except as otherwise permitted by this Agreement, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality does not apply to information which is required by law to be disclosed (including public right-to-know laws), which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure, or is rightfully obtained from a third party that has the right to disclose it. All Confidential Information will remain the property of the disclosing party.

2.5. Privacy and Security. Merchant is solely responsible for the security of data residing on servers owned or operated by Merchant and all third parties (other than VPS) designated by Merchant (e.g., a Web hosting Merchant, processor and other service providers), and for data transmitted to VPS. Merchant will not use, disclose, sell and/or disseminate any cardholder information obtained in connection with a Payment (including the names, addresses and card account numbers of cardholders) except for purposes of authorizing, completing and settling a Payment and resolving any Chargebacks, retrieval requests or similar issues involving a Payment, other than pursuant to a court or governmental agency request, subpoena or order. Merchant will use proper controls for and limit access

to, and render unreadable prior to discarding, all records containing card account numbers and card imprints. Merchant agrees that it will comply with all VPS security protocols and security advisories in effect during the Term. Merchant is responsible for verifying the accuracy and completeness of all Payments submitted and processed by VPS associated with Merchant's account and verifying that all corresponding funds are accurately processed.

2.6. System Breach. Merchant warrants that Merchant has taken such precautions as are necessary to ensure that Merchant server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event that Merchant system is breached, or is suspected of having been breached, and an unauthorized third party has access to or has accessed end-user data or Payment data, Merchant will notify VPS promptly of such breach and will take such precautions as may be necessary to prevent such breaches from occurring in the future.

2.7. Specific Prohibitions. Notwithstanding anything contrary in this Agreement, Merchant will not: (a) rent, lease, assign, sublicense, transfer, distribute, allow access to, and/or time share the E-Payment System to or with any third party; (b) disassemble, decompile, decrypt, extract, reverse engineer and/or modify the E-Payment System, or otherwise apply any procedure or process to the E-Payment System in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the E-Payment System or any algorithm, process, procedure or other information contained in the E-Payment System; (c) distribute, facilitate, enable or allow access or linking to the E-Payment System in any manner deemed by VPS in its sole and absolute discretion to be objectionable or harmful to the business and/or reputation of VPS and/or for any unlawful, illegal, pornographic, and/or injurious purpose; (d) make any use of the E-Payment System that impairs the functionality of the E-Payment System; (e) make use of the E-Payment System in any way, other than in accordance with this Agreement or as otherwise instructed by VPS in writing; (f) use the E-Payment System, either directly or indirectly, to develop any product or service that competes with the products and/or services provided by VPS; (g) make any copies of the E-Payment System; (h) circumvent or attempt to circumvent any applicable security measures of the E-Payment System; (i) attempt to access or actually access portions of any VPS systems and/or software not authorized for Merchant's use; and/or (j) use the E-Payment System in any manner, or in furtherance of any activity that may cause VPS to be subject to investigation, prosecution, and/or legal action.

2.8. Intellectual Property. VPS represents that it owns, licenses or has the right to use and will retain during the Term all proprietary rights in and to the E-Payment System and all development tools, routines, subroutines, applications, software and other materials that VPS may use in connection with implementation and operation of the E-Payment System. Merchant acknowledges that, as between Merchant and VPS, VPS owns, licenses and/or has the right to use, all right, title and interest, including without limitation any and all rights existing under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity

rights law, privacy rights law, and any and all other proprietary rights in and to all of the intellectual property developed, owned, used and/or licensed by VPS in connection with its performance under this Agreement, including the E-Payment System (the "**VPS IP**") and that Merchant will not acquire any right, title, or interest in or to the VPS IP, including the E-Payment System. There are no implied licenses granted under this Agreement, and any rights not expressly granted to Merchant hereunder are reserved by VPS. Merchant will not take any action inconsistent with VPS's property rights in and to the E-Payment System, and/or any other intellectual property right of VPS.

2.9. **Terminals.** Merchant acknowledges and agrees that VPS may permit Merchant to possess point of sale terminals solely for the purpose of permitting Customers to initiate Payments via the E-Payment System. As such, Merchant acknowledges and agrees that VPS is the sole owner of the point of sale terminals, that, except for the foregoing, Merchant has no rights in or to the point of sale terminals (whether as owner, lessor, licensee or otherwise), and that Merchant will immediately deliver all point of sale terminals to VPS upon the earlier of the termination of this Agreement or when any such terminal is no longer being used by Customers to initiate Payments via the E-Payment System within the prior sixty (60) days. Merchant will keep all point of sale terminals in good order and repair except for normal wear and tear in the ordinary course of business.

3. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.**

3.1. **AVAILABILITY.** VPS MAKES NO WARRANTIES REGARDING THE QUALITY, RELIABILITY, TIMELINESS OR SECURITY OF THE WORLD WIDE WEB OR TELEPHONE LINES, THE INTERNET AND OTHER GLOBALLY LINKED COMPUTER NETWORKS, OR THE WEBSITES ESTABLISHED THEREON INCLUDING THE E-PAYMENT SYSTEM, WILL BE UNINTERRUPTED OR ERROR FREE AND VPS WILL IN NO WAY BE LIABLE TO MERCHANT OR CUSTOMER DUE TO ANY DISRUPTION OF VPS' E-PAYMENT SYSTEM OR NON-AVAILABILITY OF THE E-PAYMENT SYSTEM DURING WHICH CUSTOMERS ARE UNABLE TO ACCESS OR USE THE E-PAYMENT SYSTEM DUE TO A CONFIRMED PROBLEM THEREIN.

3.2. **THIRD PARTY PRODUCTS.** MERCHANT UNDERSTANDS AND AGREES THAT VPS MAY USE THIRD PARTY PRODUCTS IN CONNECTION WITH THE E-PAYMENT SYSTEM OFFERED HEREUNDER. THESE PRODUCTS MAY INCLUDE FIREWALL SECURITY, WEB SERVER SOFTWARE AND ENCRYPTION SOFTWARE. VPS MAKES NO REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE OF SUCH THIRD PARTY SOFTWARE, SPECIFICALLY INCLUDING ANY WARRANTY THAT PERFORMANCE WILL BE UNINTERRUPTED OR ERROR-FREE.

3.3. **NO IMPLIED WARRANTIES.** EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS

AGREEMENT, NEITHER VPS NOR ANY THIRD PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE E-PAYMENT SYSTEM OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

3.4. **NO CONSEQUENTIAL DAMAGES; LIABILITY CAP.** IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY THAT WOULD OTHERWISE HAVE BEEN LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL VPS' LIABILITY EXCEED THE CONVENIENCE FEES PAID TO VPS UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF THE CLAIM (INCLUDING, WITHOUT LIMITATION, ANY CONTRACT, PRODUCT LIABILITY, OR TORT CLAIM).

4. **TERM AND TERMINATION.**

4.1. **Term.** Subject to Section 4.2, this Agreement will commence upon the Effective Date and will continue for three (3) years, at which point in time the Agreement will automatically renew for successive one (1) year periods unless either party, at least thirty (30) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this Agreement.

4.2. **Termination for Cause.** Either party may terminate this Agreement at any time upon written notice to the other party as a result of any of the following events: (i) any noncompliance with this Agreement which is not cured within thirty (30) days of notice thereof from the other party (except that no cure period is allowed for termination based on fraud); and/or (ii) any voluntary or involuntary bankruptcy or insolvency proceeding involving the other party.

4.3. **Effect of Termination.** Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts due and owing to the other party prior to such termination, including, without limitation any amounts owing in respect of Disputed Amounts.

4.4. **Survival.** Sections 2, 3, 4 and 5 will survive any termination or expiration of this Agreement.

5. **MISCELLANEOUS.**

5.1. **Promotion of Services.** Merchant will promote the use by Customers of the E-Payment System by, including, but not limited to, publishing relevant URL(s) and telephone numbers for the E-Payment System on the Merchant's home page, billing notices and promotional materials and distributing point of sale materials. All published materials referencing VPS or the E-Payment System will be approved for accuracy by VPS prior to publishing.

5.2. Governing Law; Waiver of Jury Trial. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee without reference to conflict of law provisions. Any action, proceeding, litigation, or mediation relating to or arising from this Agreement must be brought exclusively in Davidson County, Nashville, Tennessee. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

5.3. Binding Upon Successors and Permitted Assigns. This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by a party without the other party's prior written consent, which consent will not be unreasonably withheld, and any attempted assignment or transfer without such consent is void; provided, however, that each party may, without the consent of the other party, assign this Agreement (and its rights hereunder) in connection with any reorganization, consolidation, merger, sale of stock, sale of substantially all assets and/or similar type of transaction(s), if the successor in interest to such assigning party assumes the obligations of the assigning party under this Agreement in writing, is properly licensed to conduct the business contemplated hereunder, and otherwise agrees to be bound by all of the terms of this Agreement.

5.4. Relationship of Parties. The relationship of VPS to Merchant under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency relationship between Merchant and VPS, nor will this Agreement be deemed to constitute a joint venture or partnership between Merchant and VPS

5.5. Notices. All notices required or permitted under the Agreement will be in writing and sent to the other party at the address specified on the signature page below or to such other address as either party may substitute from time to time by written notice to the other and will be deemed validly given upon receipt of such notice given by mail (postage prepaid), electronic mail or personal or courier delivery to such address.

5.6. Captions and Headings. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

5.7. Waiver. No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

5.8. Severability. If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

5.9. Publicity. The parties agree that they will not use the other party's name, trademark or service mark or the existence of the contractual relationship in any press release, marketing, promotional, advertising or any other materials without the other party's prior written consent.

5.10. Amendment and Changes. This Agreement or any provision hereof may not be changed, amended, supplemented, discharged, terminated or otherwise altered except by a statement in writing signed by the party against whom enforcement of same is sought.

5.11. Force Majeure. Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 5.11 will affect or excuse your liabilities and obligations for Disputed Amounts.

5.12. Entire Agreement. This Agreement, including the Schedules, contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

5.13. Facsimile Signature and Counterparts. This Agreement may be executed by exchange of signature pages by facsimile, e-mail and in any number of counterparts, each of which will be an original as against any party whose signature appears thereon and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[INSERT MERCHANT NAME]

Print Name: _____
Print Title: _____
Street Address: _____
City/State/Zip: _____

Value Payment Systems, LLC

Name: J. Scott Slusser
Title: Chief Marketing Officer
Street Address: 2207 Crestmoor Rd., Suite 200
City/State/Zip: Nashville, TN 37215-2031

**SCHEDULE A
SCOPE OF SERVICES**

(Please check the box or boxes associated with the services to be provided.)

WEB AND POINT OF SALE E-PAYMENT SOLUTIONS

☐ Web E-Payment Solution

The Standard Web E-Payment Solution may include the following:

- Standard development technology;
- Payment screens including personal information, payment entry, payment review, payment receipt;
- Payment confirmation number and optional confirmation email;
- Collect and transmit payment information for authorization and settlement; and
- Method for transferring transaction data back to the Merchant and/or reporting;

Please choose one of the following options if the Web E-Payment Solution is selected:

- ✓ Option 1: Input File Integration or API is not required; or

Payment Types to be accepted:

- ☐ Property Tax
- ☐ censes
- ☐ Utility Bills
- ☐ Other _____
- ☐ Other _____

☐ POS E-Payment Solution (optional)

Please choose one of the following options if the POS E-Payment Solution is selected:

Option 1: Ingenico iCT220 standalone terminal; or

Payment Types to be accepted:

- ☐ Property Tax
- ☐ Licenses
- ☐ Utility Bills
- ☐ Other _____
- ☐ Other _____

Schedule B Convenience Fee Pricing Schedule

Payment Methods – Visa (credit and debit), MasterCard (credit and debit), Discover (credit and debit), and PIN debit networks (e.g., STAR, NYCE, Pulse, Accel and others). Additional payment methods may be added if mutually agreed upon by both parties.

WEB AND POS CONVENIENCE FEES FUNDED BY THE CONSTITUENT

ITEM	FEE	FREQUENCY
<u>Tax & Non-Tax Payments</u>		
Visa, MasterCard, Discover & AmEx (credit, debit & products)	2.95%	Per transaction
ATM/Network debit cards	2.95%	Per transaction
Electronic check/ACG	\$5.00	Per transaction
Minimum credit card and debit card convenience fee	\$5.00	Per transaction
<u>Utility Payments (e.g. Water Bills, Sewer Bills, etc.)</u>		
Visa, MasterCard, Discover & AmEx (Credit)	2.95%	Per transaction
Visa, Mastercard (Debit)	2.95%	Per transaction
Electronic Check/ACG	\$5.00	Per transaction
Minimum credit card and debit card convenience fee	\$5.00	Per transaction

PAYMENT PROCESSING AND DEVELOPMENT SERVICES FUNDED BY MERCHANT

ITEM	FEE	FREQUENCY
Address verification fee	\$0	Per occurrence
Chargeback processing fee	\$0	Per occurrence
Statement fee	\$0	Per occurrence
Support and training fees	\$0	Per hour
POS terminals – Ingenico iCT220	Waived	Per unit
Total cost to the City of Glen Cove	\$0	

SCHEDULE C

AMERICAN EXPRESS® CARD ACCEPTANCE

1. **Processing Restrictions.** Merchant is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.
2. **Third Party Beneficiary Rights.**
 - a. Merchant confers on American Express the beneficiary rights, but not obligations, to the Agreement and, as such, American Express has the express right to enforce the terms of the Agreement against the Merchant.
 - b. Merchant warrants that it does not hold third party beneficiary rights to any agreements between VPS and American Express and at no time will attempt to enforce any such agreements against American Express.
3. **American Express Liability.** MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

The American Express Merchant Operating Guide and Amex Move® Sponsored Merchant Terms and Conditions may be viewed at www.americanexpress.com/merchantopguide.

The Amex Move® Sponsored Merchant Terms and Conditions may be viewed at:
https://icm.americanexpress.com/us/legal/product-terms/AMEX_Move_Sponsored_Merchant/

Credit Card Comparison

Prior

	<u>Fee</u>	<u>Minimum</u>	<u>Frequency</u>	<u>Fee</u>
Visa, MasterCard, Discover & AmEx (credit, debit & products)	3.75%	\$	5.00 Per Transaction	Tax 2.95%
ATM/Network Debit cards	3.75%	\$	5.00 Per Transaction	2.95%
Electronic check/ACG	0.500%	\$	5.00 Per Transaction	\$ 5.00

Visa, MasterCard, Discover & AmEx (credit, debit & products)	4.00%	\$	5.00 Per Transaction	Water 2.95%
ATM/Network Debit cards	4.00%	\$	5.00 Per Transaction	2.95%
Electronic check/ACG	2.00%	\$	5.00 Per Transaction	\$ 5.00

Current

<u>Minimum</u>	<u>Frequency</u>
----------------	------------------

\$ 5.00	Per Transaction
\$ 5.00	Per Transaction
\$ 5.00	Per Transaction

\$ 5.00	Per Transaction
\$ 5.00	Per Transaction
\$ 5.00	Per Transaction

BH

BERKMAN HENOCH

PETERSON PEDDY & FENCHEL, P.C.

Attorneys at Law

100 Garden City Plaza, Third Floor
Garden City, New York 11530

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Martin E. Valk

June 20, 2019

SENT VIA E-MAIL

Charles G. McQuair, Esq
City Attorney
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

Re: ***In the Matter of the Application of Vincent P. Taranto v.
City of Glen Cove***
Index No.: 607419/2019

*Note: This Agreement Constitutes a Binding Legal Contract
and Should Be Reviewed Carefully*

Dear Mayor Tenke:

This letter will confirm that the City of Glen Cove has retained Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., to represent it in connection with the above-referenced matter. The terms of our retention shall be as follows:

It is agreed that our fee for the services to be rendered in this matter will be based upon reduced hourly rates. As a courtesy to you, the hourly rate will be \$250 per hour. You understand that this hourly rate applies to all time expended relative to your matter, including, but not limited to, office meetings, conferences, telephone calls and conferences either placed by or placed to you, or otherwise made or had on your behalf or related to your matter. Our time is billed in minimum increments of one-tenth of an hour.

In addition to our services rendered, you will be responsible for the payment of all disbursements incurred on your behalf. Such disbursements may include, but are not limited

BERKMAN HENOCK

PETERSON PEDDY & FENCHEL, P.C.

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to, the cost of obtaining transcripts of any testimony, the service of private investigators, travel expenses, court filing fees, charges for process service, messenger fees, etc. No disbursement in excess of \$1000 will be incurred without your prior approval.

This agreement does not cover our fee for services before Appellate Courts. In the event that such services are necessary, it will be the subject of a separate retainer agreement. It is specifically acknowledged that we make no representations to you, express or implied, concerning the outcome of the litigation presently pending, or hereafter to be commenced on your behalf. You further acknowledge that we have not guaranteed and cannot guarantee the success of any action taken by us on your behalf during such litigation.

You will be provided with a periodic statement of our fees and charges, not less frequently than every sixty (60) days, which will set forth an explanation of the services rendered and any disbursement incurred on your matter. All outstanding invoices must be paid within thirty (30) days of receipt. Upon receipt of our billing statements, you are expected to review it promptly and to bring to our attention any objection you may have to the statement. We will discuss any objection or questions which you have regarding this billing in an effort to resolve any outstanding issues. In the event that an invoice remains outstanding in excess of sixty (60) days, we reserve the right to apply to the court to be relieved as your counsel of record; which motion you agree not to oppose.

In the event of a fee dispute, you have the right to seek arbitration, which is binding upon both Berkman, Henoch, Peterson, Peddy & Fenchel, P.C. and you as the client. Should you wish to seek such arbitration, you should notify Berkman, Henoch, Peterson, Peddy & Fenchel, P.C. of that fact, in writing, and Berkman, Henoch, Peterson, Peddy & Fenchel, P.C. will provide you with the information required to file for such arbitration. You understand that any decision which results from such arbitration is binding on both parties.

We will keep you informed as to the status of the case, and agree to explain the laws applicable to your situation, the available course of action, and the attendant risks. We will notify you promptly of any developments in your case, including court appearances and will be available for meetings and telephone conferences with you at mutually convenient times.

If in our judgment there has been an irreconcilable breakdown in the attorney/client relationship or material breach of the terms of this retainer agreement, we may decide to make application to the court in which your action is pending to be relieved as your attorney. In such event, you will be provided with notice of the application and the opportunity to be heard. Should any fees be due and owing to this firm at the time of our discharge, we shall

BERKMAN HENoch

PETERSON PEDDY & FENCHEL, PC

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have the right, in addition to any other remedy at law or equity, to seek a charging lien, i.e., a lien upon the property which is awarded to you as a result of any judgment rendered in your case.

Court rules require us, as your attorneys, to certify court papers submitted by you which statements of fact, and specifically to certify that we have no knowledge that the substance of the submission is false. Accordingly, you agree to provide us with complete and accurate information which forms the basis of court papers and to certify in writing to us, prior to the time the papers are actually submitted to the court, the accuracy of the court submissions which we prepare on your behalf, and which you will review and sign.

By virtue of your retention of this firm to represent you in this matter, it is evident that there is a dispute between you and your adversary concerning various transactions and dealings. This dispute may, in the future, or may already have resulted in the commencement of litigation. Pursuant to both State and Federal law, in the course of litigation, you will be required to produce to your adversary all documents concerning this dispute, including documents, correspondence and any other materials, stored electronically. You are required to fully cooperate with this firm, as your legal counsel, in the production of this evidence. Failure to produce these documents may result in the preclusion of evidence at trial, determination of claims and issues against you and the imposition of monetary sanctions.

As required by law, this letter will constitute your formal acknowledgment that as of this date you are aware of a potential dispute/claim. This letter will further serve as your acknowledgment that we have advised you that you must retain in your records all documents, correspondence and materials relevant to the matter in dispute and your relationship to the opposing party. This includes all electronic data, computer records, electronic mail (email), digital images, or any other document stored by electronic means. In the event that any such data has previously been lost or destroyed either due to inadvertence, mistake, technical failure or pursuant to a existing policy for the deletion of electronic data, you agree to immediately advise us of the loss of this data, the date on which the data was lost, destroyed or purged, and the circumstances surrounding the loss/destruction of this data.

If this fee agreement meets with your approval, kindly sign your name where indicated on the copy of this letter and return same to us in the envelope enclosed for your convenience. We are also enclosing this firm's statement of client's rights and responsibilities.

BERKMAN HENOCK

PETERSON PEDDY & FENCHEL, P.C.

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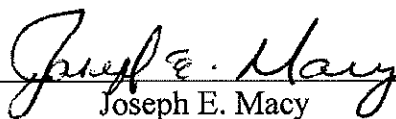
Vincent P. Taranto v. City of Glen Cove

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Thank you for affording us this opportunity to be of service to you. We look forward to the successful resolution of this matter. In the event that you have any questions, please feel free to contact us immediately.

Sincerely,

Berkman, Henoch, Peterson, Peddy & Fenchel, P.C.

By: 
Joseph E. Macy

JEM/jlc

Encls.

AGREED AND CONSENTED TO:

Timothy Tenke
Mayor

Statement of Client's Rights

Section 1210.1 of the Joint Rules of the Appellate Division amended April 15, 2013
(22 NYCRR §1210.1)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

Statement of Client's Responsibilities

(Informational Statement Adopted by the New York State Bar Association)

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer should be one of complete candor and the client should apprise the lawyer of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer to the extent required by law.
4. All bills tendered to the client for services rendered pursuant to the agreed upon arrangement regarding fees and expenses should be paid when due.
5. A client who discharges the attorney and terminates the attorney-client relationship must nevertheless honor financial commitments under the agreed to arrangement regarding fees and expenses to the extent required by law.
6. Although the client should expect that his or her letters, telephone calls, emails, faxes, and other communications to the lawyer will be answered within a reasonable time, the client should recognize that the lawyer has other clients who may be equally deserving of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number, address, email, or other electronic contact information, and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer is required to respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions that are unprofessional or contrary to law or the New York Rules of Professional Conduct.
9. The lawyer may decline to accept a matter if the lawyer has previous personal or professional commitments that will prohibit the lawyer from devoting adequate time to representing the client competently and diligently.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or a suitable working relationship with the client is not likely.

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND THE CITY
OF GLEN COVE IN RELATION TO INTERMUNICIPAL COOPERATION

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and the City of Glen Cove having its principal offices at 9 Glen Street, Glen Cove, New York 11550 ("CITY").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the CITY to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York;

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest; and

WHEREAS, it is desirable for the County and the CITY to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The County and the CITY each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The County and the CITY, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. The County shall provide to the CITY the use of one thirty-six (36) foot "Showmobile" for use at the Glen Cove Downtown Sounds 9 week free concert series. The dates of the concerts are: July 5, 2019; July 12, 2019; July 19, 2019; July 26, 2019, August 2, 2019; August 9, 2019; August 16, 2019; August 23, 2019; and August 30, 2019.

Section 4. The CITY shall be responsible for the pick-up and return of the Showmobile. Said pick-up and return shall be performed by the CITY Department of Public Works, in an appropriate vehicle and with an appropriately licensed operator. Pick-up shall be on July 5, 2019, at a mutually agreeable time and place. The Showmobile shall be returned to the County no later than September 3, 2019, or at a date and time that is mutually agreeable to the parties. The CITY shall be responsible for the safe storage of the Showmobile during the term of this Agreement.

Section 5. Neither party shall assign this Agreement, in whole or in part, or any right or obligation hereunder, without the other party's prior written approval. Any alteration, change, addition, deletion or modification of any provision of this Agreement or any right either party has under this Agreement shall not be effective unless and until documented by the mutual assent of the parties in writing after all necessary approvals are obtained.

Section 6. The CITY shall pay County Two Thousand Seven Hundred and 00/100 Dollars (\$2,700.00), based on a per concert rate of Three Hundred and 00/100 Dollars (\$300.00), for the nine (9) concerts listed above. This amount is due and payable upon the execution of this Agreement.

Section 7. Regardless of whether required by Law (as defined herein), the CITY shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The CITY shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The CITY shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the CITY shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the CITY is bound by and shall comply with the terms of Appendices EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

Section 9. The CITY shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The CITY shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the CITY or any agent of the CITY in the maintenance and control of the Project undertaken pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- b) The CITY shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the CITY's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the CITY shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The CITY shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.
- d) The provisions of this Section shall survive termination of this Agreement.

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the CITY, or between the CITY and any officer, employee, servant, agent or independent contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.
- b) The CITY is responsible for any damage done to the Showmobile during the term of this Agreement, from pick-up through return

Section 13. This Agreement represents the full and entire understanding and agreement between the County and the CITY with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

- a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau with respect to the obligations enforceable against the County of Nassau in accordance with its terms.
- b) The undersigned representative of the CITY hereby represents and warrants that the undersigned is an officer, director or agent of the CITY with full legal rights, power and authority to sign this Agreement on behalf of the CITY and to bind the CITY with respect to the obligations enforceable against the CITY in accordance with its terms.

Section 15. The CITY will supply the County with a self-insurance letter in lieu of a Certificate of Insurance.

Section 16. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be

limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Section 17. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF,

CITY OF GLEN COVE

By _____ Date _____

Mayor

Print Name _____

COUNTY OF NASSAU

By _____ Date _____
Deputy County Executive

Print Name _____

EXECUTE in BLUE INK.

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2019 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; and that he or she signed his or her name hereto and has executed the above instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2019 before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____ County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified

M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective CITY Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's CITY of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the CITY of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the CITY of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this

Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the CITY Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by

the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be

included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive

Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring CITY head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



COMPLY
Your Substance Abuse Testing Resource

COMPLY® Corporation
105 Maxess Road
Suite 124
Melville, NY 11747
(631) 643-0500 • 643-0807 Fax

www.complycorp.com

***** Agreement for Services *****

This agreement is made by and between COMPLY, Inc., referred to as COMPLY, with its principal place of business at 105 Maxess Road, Suite 124, Melville, NY 11747

and CITY OF GLEN COVE, referred to as CUSTOMER,
(full corporate name)

with its principal place of business at: 9 Glen Street, Glen Cove, NY, 11542

Phone No. 516-676-4814 Contact Person(s): John Charon / Personnel Officer

In consideration of the premises and other good and valuable consideration stated below, COMPLY and CUSTOMER agree as follows:

1. Price

1.01 Fee Schedules

CUSTOMER agrees to pay fees as specified in the Test Fee Schedule (attachment A) and the Ancillary Fee Schedule (attachment B).

COMPLY shall:

- A. Offer CUSTOMER assistance in the implementation, coordination, and administration of a written policy and procedure for drug and/or alcohol testing to be published and shared with employees in accordance with the Department of Transportation (US-DOT) drug and alcohol testing regulations if needed.
- B. Assist CUSTOMER in the coordination, collection and administration of the data collection requirements of the US-DOT testing regulations, including the specific employee file content as to when an employee was tested, by whom, and whether results were positive or negative, as well as annual data from the testing program which must be maintained and available for the US-DOT, if requested.
- C. Coordinate assignment of CUSTOMER's employees to appropriate testing sites for all required drug and alcohol testing as required by the US-DOT regulations.

Initialed by CUSTOMER: _____

Initialed by COMPLY: _____

1.02 Drug Testing Services

CUSTOMER shall pay COMPLY in accordance with the terms and conditions stated on the attached FEE SCHEDULES, for each specimen collected from CUSTOMER's employees, under the terms of this agreement and in accordance with the US-DOT regulations. COMPLY shall direct each employee to a collection site in accordance with applicable US-DOT procedures and each such specimen so collected will be forwarded to a National Institute on Drug Abuse (NIDA) certified laboratory for immunoassay, gas chromatography and mass spectrometry testing in accordance with the US-DOT regulations. Test results shall be provided by the laboratory to a medical review officer (MRO), in accordance with the regulations, for final determination of any positive test results. CUSTOMER and the tested employee shall be provided results only in accordance with and as required by the DOT regulations. Any unanticipated vendor increases (laboratory, MRO etc.) due to regulatory changes, unforeseeable market conditions, etc. beyond the control of COMPLY may cause fee adjustments.

1.03 Alcohol Testing Services

CUSTOMER shall pay COMPLY, in accordance with the terms and conditions stated on the attached FEE SCHEDULES, for each test administered to CUSTOMER's employees under the terms of this agreement and in accordance with US-DOT regulations. The alcohol test will be administered by a certified breath alcohol technician (BAT). The BAT shall use an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration (NHTSA) as published in a periodical list of approved devices in the *Federal Register*. The BAT shall adhere to testing procedures, as outlined in the DOT regulations, in order to ensure accuracy, reliability, and confidentiality of test results.

1.04 Contingency Testing

In the event testing conducted on behalf of the CUSTOMER requires contingency procedures and special handling (e.g. post-accident testing, incidents requiring on-site individual testing, or for any other reason) to comply with DOT regulations, or to comply with CUSTOMER's request, CUSTOMER shall pay COMPLY in accordance with the terms and conditions stated in the attached FEE SCHEDULES.

1.05 Service Response Time

Every effort is made to provide timely scheduled service and/or emergency response service (as specified in the DOT regulations). COMPLY provides timely service 98% of the time. In rare cases, emergency or scheduled service may be delayed due to circumstances beyond our control (i.e. severe weather, acts of god, etc.) and is dependent upon operational public roadways and power grids for both timely service and completion of service.

1.06 Optional Services

At CUSTOMER's option, COMPLY shall provide additional items (Video Tapes, Supervisor Manuals, etc.) at an additional cost.

1.07 Payment Schedule of COMPLY Services

- A. As to testing services including contingency charges, CUSTOMER shall be responsible to pay COMPLY net 30 from receipt of a bill from COMPLY.
- B. As to other services and items on the FEE SCHEDULE, CUSTOMER shall be responsible to pay COMPLY net 30 from receipt of a bill from COMPLY.

2. Representations of CUSTOMER

CUSTOMER represents that on the last day of each month, CUSTOMER shall notify COMPLY of the name of each new employee hired during the previous month who is subject to the drug and alcohol testing regulations and the name of each employee previously subject to the drug and alcohol testing regulations who is no longer employed by CUSTOMER.

CUSTOMER shall fully cooperate with COMPLY and assist COMPLY in requiring employees to appear at appropriate specimen collection sites as and when employees are so instructed to appear by COMPLY. Further, CUSTOMER shall otherwise provide full assistance and cooperation to COMPLY in

Initialed by CUSTOMER: _____

Initialed by COMPLY: _____

its efforts to provide the services referred to herein and to otherwise assist COMPLY in meeting the US-DOT drug and alcohol testing regulations.

3. Confidentiality

CUSTOMER agrees to maintain all information regarding drug testing results confidential, and will not disseminate such information to any person without written permission of the individual tested, except that CUSTOMER may disseminate the information to comply with the reporting requirements of all regulations issued by the DOT, or to comply with any court order.

4. Litigation Support

CUSTOMER will assist COMPLY in any litigation brought by, or on behalf of, any individual tested by COMPLY on behalf of CUSTOMER. Such assistance shall include, without limitation, the production of persons and documents that may be reasonably necessary to help COMPLY in resolving any action or dispute brought by or on behalf of such individual.

5. COMPLY as Independent Contractor

CUSTOMER understands and agrees that COMPLY acts as an independent contractor and not as an agent to either CUSTOMER, any urine collection service, any testing laboratory or any Medical Review Officer (MRO). COMPLY's exclusive function hereunder is to facilitate CUSTOMER's access to professionally rendered services by companies or persons certified to provide such services and which meet the certification requirements of the DOT drug and alcohol testing regulations.

6. Hold Harmless, Indemnity and Disclaimer

CUSTOMER recognizes that COMPLY is only a facilitator of the services to be rendered hereunder and that COMPLY, its directors, officers and employees shall not be responsible and shall be held harmless by CUSTOMER for any loss, cost, damage, or expense, including attorney's fees, which CUSTOMER may suffer or incur as a result of any claim brought by third parties, of whatever nature, allegedly arising out of or resulting from any willful act or any negligent act or omission on the part of COMPLY, its agents or employees. CUSTOMER agrees to waive its rights to any cause of action against COMPLY for services provided under this agreement.

7. Termination

This agreement is for a period of *one (1) year and one (1) option year* and shall expire on its *second* anniversary date unless extended by mutual agreement of the parties. COMPLY shall have the additional right to terminate this agreement upon 15 days written notice to CUSTOMER, if any of the following events occur:

- A. CUSTOMER's failure to pay any and all outstanding invoices for services rendered upon twenty (20) days written notice to CUSTOMER of its delinquency in payment, should CUSTOMER fail to cure its failure to pay within that 20 day period.
- B. CUSTOMER merges or consolidates with, or sells, assigns, leases or otherwise disposes of (whether in one transaction or in a series of transactions) all or substantially all of its assets (which it now owns or hereafter acquires) to any person, or acquires all or substantially all of the assets or business of any person. (As used herein the term person includes, without limitation, a corporation, association, partnership, joint venture, etc.).
- C. A substantial change in the management, ownership, or control of CUSTOMER.
- D. The failure of CUSTOMER to perform or observe any term, covenant, agreement or warranty stated in this agreement.

Notwithstanding the foregoing, COMPLY shall have the right to terminate this Agreement for any reason whatsoever upon 60 days written notice to CUSTOMER.

Initialed by CUSTOMER: _____

Initialed by COMPLY: _____

8. Labor disputes and Acts of God

COMPLY shall not be responsible for any failure, or a delay in performing any of its obligations under this agreement if such failure or delay is caused by accident, strike, lockout embargo, act of God or of the public enemy, requisition or taking of property, or other casualty (whether or not covered by insurance), or any other cause beyond COMPLY's control, which materially and adversely affects COMPLY's business or properties or the operations of COMPLY or its ability to perform its obligations under this agreement.

9. Entire Agreement

This agreement embodies the entire agreement between the parties with respect to the transactions contemplated herein, and there have been no agreements, representations or warranties other than those set forth in this agreement.

10. Governing Law

This agreement and the transactions evidenced herein shall be construed and interpreted in accordance with the laws of New York State without regard to principles of conflict of laws.


11. Notices

All notices and other communications hereunder shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested (or its equivalent); if to COMPLY at 105 Maxess Road, Suite 124, Melville, NY 11747, Attn: President, and if to CUSTOMER, at the address stated at the beginning of this agreement. Any party may change its address by written notice to the other party complying as to delivery with the terms of this section.

12. Invalidity

If any provision of this Agreement or its application is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of any of the other provisions and applications therein shall not in any way be affected or impaired.

BY SIGNING BELOW, the parties hereto have executed this agreement:

CUSTOMER (sign below): 

COMPLY[®], Inc. 

CITY OF GLEN COVE / _____
Full Corporate Name

Signature of Authorized Official

Signature of Authorized Official

Print Name and Title

Print Name and Title

Date

Date



(Attachment A)

City of Glen Cove

TEST FEE SCHEDULE

1. Drug Testing – includes:

Urine Specimen Collections, Overnight Shipment, Lab Analyses, MRO review.

Administered according to US-DOT protocol for pre-employment, random, reasonable suspicion, post accident, return-to-duty, or follow-up tests.

- **On Site (at City of Glen Cove Facility) - with advance scheduled appointment**

<u>DOT/Non-DOT</u>	<u># of drug tests/appointment</u>	<u>Year 1</u>	<u>Option Year 2</u>
DOT/Non-DOT	1 - 3 tests (NIDA-5 panel)*	\$ 48.00 / test	\$ 48.00 / test
DOT/Non-DOT	4+ tests (NIDA-5 panel)*	\$ 45.00 / test	\$ 45.00 / test

- **No additional charge for:**

- express / overnight specimen shipment (to US-DHHS / NIDA lab).
- adulterant / validity panel (impedes specimen substitution / tampering)
- confirmation tests
- male techs. for DOT mandatory Direct Observation drug tests
- *(all Return-to-Duty & Follow-Up tests must be DO since August 31, 2009)
... or for On-Site (at YOUR SITE) testing.

2. Alcohol Testing - Evidential Breath Test (EBT) /Breath Alcohol Tests

Administered according to US - DOT protocol (using an US-DOT approved device) for pre-employment, random, reasonable suspicion, post accident, return-to-duty, or follow-up tests.

- **On Site (at City of Glen Cove Facility) - with advance scheduled appointment**

<u># of alcohol tests/appointment</u>	<u>Year 1</u>	<u>Option Year 2</u>
1 - 3 tests	\$ 32.00 / test	\$ 32.00 / test
4 + tests	\$ 30.00 / test	\$ 30.00 / test

- **No additional charge for:** Breath Alcohol confirmation tests

* **IMPORTANT NOTE:** Any unanticipated vendor increases (laboratory, MRO, etc.) due to regulatory changes, unforeseeable market conditions, etc. beyond the control of COMPLY® CORPORATION, may cause adjustments to fees.

- ANCILLARY FEES -

(Attachment B)

- Lab-site testing – at any convenient Labcorp patient service center
Drug test.....\$48.00
- Employee Database - Set Up Fee (initial one time fee)\$ n/a
- Emergency Response Incidents (portal to portal)\$95.00/hr.
(for post accident, fitness-for-duty, for cause, etc. with 2 hour on-site service plus applicable test fees)
- Waiting Time.....\$55.00/hr.
(following 20 minute "grace" period)
- Litigation Packageat cost*
- Split Specimen Testing.....\$125.00
- Expert Testimony (per hour)at cost*
- Travel expenses (vendor personnel only; if required)at cost*
- Supervisor Training US-DOT compliant - (at Comply site; 1-2 per seminar)no chg.
- Supervisor Training US-DOT compliant - (private seminar at City of GV site).....\$300
In person 2 hour DOT mandated training with question and answer period
- Policy Development and Consultation
By Phone\$160.00/hr
In Person.....\$200.00/hr
 ½ Day (flat fee).....\$700.00
 Full Day (flat fee).....\$1350.00
- Expert Consultation and Required Reporting no chg.

No charge for required monthly, quarterly, and annual reports; and / or amendments, revisions, and other news involving the DOT regulations.

** Fees for these services vary by laboratory; Comply® will invoice at cost.*

Initialed by CUSTOMER: _____

Initialed by COMPLY: _____



Your Neighborhood Heating & A/C Experts Since 1921.

April 4, 2019

Glen Cove City Hall
9 Glen Street
Glen Cove, NY 11542

RE: Senior Center AC

CC: Vinny Martinez

Dear Mr. Martinez,

The following is my proposal to replace the 5-ton air conditioning system for the Senior Center second floor with a new 5-ton Rheem system.

Equipment

(1) 5-ton Rheem rooftop (M# RGEA14060)

Scope of work

1. Disconnect and remove old rooftop unit with crane
2. Put new unit in place with crane
3. Re-connect power and low voltage
4. Start up, test and balance system

Cost: \$9,800.00

Exclusions

No patching or painting
No ceiling demo or roofing
No new power wiring

Payment terms

Due on completion

Warranty

1-year on labor and parts
5-year warranty on compressor

Presented by: _____ Accepted by: _____
Matt Tempesta

~~Mr. Martinez~~
Mayor Timothy Tenke

Family Owned Since 1985!

10 Morris Ave. Glen Cove, New York 11542 Tel. (516) 674-5100 Fax. (516) 759-5274

**EXTENSION OF EMPLOYMENT
AGREEMENT FOR POLICE CHIEF OF THE
CITY OF GLEN COVE**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Glen Cove, a municipal corporation of the State of New York, hereinafter referred as the "City," and William Whitton, hereinafter referred to as "Whitton" or "Police Chief."

In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the continued employment of Whitton as Police Chief of the City as provided by state law and the ordinances of the City.

2. Duties. The City hereby agrees to employ Whitton as the Police Chief to perform and carry out the duties and functions of the Police Chief for the City as specified in the City's Charter, ordinances, rules, and regulations and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. The Police Chief agrees that he will at all times loyally and conscientiously perform all the duties and obligations required of him either expressly or implicitly by City ordinance and the terms of this Agreement. Whitton shall be subject to the control and direction of the Mayor and City Council.

3. Term of Employment and Termination. The employment of Whitton shall continue after the expiration of the initial term of the contract between the parties hereto, dated October 22, 2007 and the extension agreement ending December 31, 2019 and continue for an additional five (5) year period commencing January 1, 2020 and terminating on December 31, 2025. It is expressly understood and agreed that Whitton serves as an exempt managerial contract employee of the City, and that subject to the provisions set forth below, he may be terminated as follows:

- a. Termination For Cause. The employment of Whitton under this Agreement, and the term hereof, may be terminated by the City for cause at any time, subject to the provisions of New York State Law. For purposes hereof, the term "cause" includes, but is not limited to:
- (i) Whitton's fraud, dishonesty or willful misconduct or gross negligence in the performance of his duties hereunder.
 - (ii) Whitton's conviction of or plea of guilty to a felony or misdemeanor.

- (iii) Whitton's intentional breach of any material provision of this Agreement.

- b. Termination In The Event Of Death Or Disability. City shall have the right to terminate this Agreement in the event of Whitton's death, or if he becomes permanently or totally disabled, which shall be for the purposes of this Agreement defined in the same manner as set forth in the Agreement between the City and the Glen Cove Police Benevolent Association ("GCPBA") in effect at the time of Whitton's permanent or total disability.

In the event termination Whitton shall be entitled to receive in a lump sum all of his accrued, unused vacation, severance pay and administrative leave and any and all benefits that the permanent, full time police officer, who is a member of the GCPBA and is the highest ranking subordinate to Whitton shall receive upon termination. In return, Whitton agrees to be available for consultation and assistance to the new Police Chief or any other City Council appointee for five (5) hours a week for thirty (30) days from the date of termination.

- 4. Resignation. Whitton may voluntarily resign at any time from his position with the City provided that he gives the City thirty (30) days notice in advance. In such event Whitton shall be paid in a lump sum for all accrued, unused vacation, severance pay and administrative leave and any and all benefits that the permanent, full time police officer, who is a member of the GCPBA and is the highest ranking subordinate to Whitton shall receive upon resignation.

5. Compensation.

- a. Salary. The City shall pay Whitton for his services an annual salary of TWO HUNDRED SIXTY ONE TWO HUNDRED DOLLARS (\$ 261,296.00 payable in equal monthly installments at the same time as other employees of the City police force are paid.

- b. Compensation Adjustments. Whenever the base salary or other compensation of the permanent full-time police officer who is a member of the Glen Cove City Police Benevolent Association and is the highest ranking subordinate to Whitton is increased, Whitton's salary shall be increased by at least the same dollar amount of the base salary increase received by such next subordinate police officer. The other compensation of Whitton shall be increased to the same extent and with the same conditions as the other compensation received by the next subordinate police officer in the event that such subordinate officer's other compensation is increased. For the purposes of this Agreement "salary" shall mean the fixed periodic compensation payable by an employer to or on account of the employee for personal services rendered by such employee. "Other compensation" shall mean all other forms of benefits which are credited to employees as a term of employment, which shall specifically include, but not be limited to, employer contribution to or payments of insurance or welfare benefits and

employer contributions to pension or annuity funds and that is received by the permanent full-time police officer, who is a member of the GCPBA and is the highest-ranking subordinate to Whitton which is inclusive of overtime, holiday and shift differential pay and longevity.

c. Overtime, Holiday and Shift Differential Pay. Whitton shall not be entitled to overtime as salary or other compensation except as authorized and/or granted by resolution, ordinance, special or local law of the City.

d. General Municipal Law Section 207-m. Notwithstanding anything to the contrary herein contained, it is the intent of the Parties hereto that Whitton's salary and other compensation shall be determined in accordance with the provisions of General Municipal Law Section 207-m, "Salary increases for heads of police departments of municipalities, districts or authorities," as currently enacted and as may from time to time be amended, plus all benefits and compensatory items received by the next subordinate full-time police officer to Whitton, who is a member of the GCPBA bargaining unit.

6. Residency. Whitton shall live within a fifteen (15) miles of the City of Glen Cove.

7. Vehicle. The City shall provide a vehicle for use by Whitton for official City business. In the event Whitton uses his private vehicle for travel on City business, he shall be reimbursed for mileage in accordance with City policies.

8. Professional Development. The City agrees to pay the professional dues, subscriptions, travel and other business expenses of Whitton reasonably necessary for participation in national, state, and local associations, professional organizations, governmental groups and committees thereof for the good of Whitton and the City in accordance with the approved budget.

9. Reimbursement Expenses. The City will reimburse Whitton for all sums necessarily incurred and paid by him in the performance of his duties. Whitton shall submit a claim form and receipts to the City in the form and manner required by City policies.

10. Bonding. The City shall bear the full cost of any fidelity or other bonds required of Whitton under any law or ordinance.

11. Office and Time Spent. Whitton shall maintain regular office hours at the Police Station and shall spend time in the performance of his duties for the City as is necessary or may be required from time to time by the Mayor and City Council. Whitton is expected to devote necessary time outside normal business hours to the business of the City. To that end, Whitton shall be allowed flexibility in setting his own office hours.

12. Performance Evaluations. The Mayor shall evaluate the performance of Whitton annually. The Mayor shall provide Whitton adequate opportunity to discuss his evaluation with the Mayor.

13. Other Terms and Conditions of Employment.

a. Acceptability. All provisions of the City Ordinances, Administrative Code, and rules and regulations pertaining to City personnel shall apply to Whitton as they would to other management employees of the City except as herein expressly modified.

b. Indemnity. The City shall defend, indemnify, and hold harmless Whitton from all claims and actions arising out of Whitton's employment, which pertains to actions of the Police Chief within the course and scope of his employment by the City.

All provisions of this section shall survive the termination of this Agreement, and remain in effect after termination of Whitton's employment at the City.

14. No Reduction of Benefits. The City shall not at any time during the time of this Agreement reduce the salary, compensation, or other financial benefits of Whitton, except to the degree such a reduction is across-the-board for all employees of the City police force.

15. General Provisions.

a. Notice. Any notice required or desired to be given pursuant to this Agreement shall be given in writing by personal delivery or sent by certified mail, return receipt requested, postage prepaid to the parties hereto at their last known address. Notice shall be deemed given as of the date of personal service or as of the date five (5) days following deposit of such notice in the United States mail.

b. Entire Agreement. This Agreement contains the entire agreement concerning the employment arrangements of Whitton and shall supersede any prior agreements, promises, inducements, representations or warranties made by either party pertaining to the employment of Whitton except as may be set forth in the Ordinances of the City. Any modifications of this Agreement will be effective only if made in writing and signed by both Whitton and the City.

c. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, and successors in interest. Whitton's rights and interest arising under this Agreement are personal and may not be assigned.

d. Governing Law. This Agreement shall be governed by the laws of the State of New York.

e. Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

f. Amendment. This Agreement shall not be amended except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of June 2019.

Timothy Tenke, Mayor

William Whitton, Police Chief



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: Mayor

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H1640-45701-1703	DPW Garage Repair	\$207,000.00	
H1490-52260-1753	Brewster Street Garage		\$207,000.00

Reason for Amendment:

Amending the budget to reclassify the PILOP payment received to be used for Brewster Street Garage repairs.

Department Head Signature:

Timothy J. Burke

Date:

6/18/19

City Controller Approval:

Sandra Clarkson

Date:

6/14/2019

City Council Approval-Resolution Number:

Date:



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET TRANSFER FORM

DEPARTMENT: Mayor

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1990-55940	Contingency		\$12,207.00
A8160-55420	Sanitation-Repairs and Maintenance	\$12,207.00	

Reason for Transfer:

Transfer of funds to cover unplanned repairs and maintenance
to Sanitation truck.

Department Head Signature: *Sandra Clarson*

Date: 6/14/19

City Controller Approval: Sandra Clarson

Digitally signed by Sandra Clarson
DN: cn=Sandra Clarson, o=City of Glen Cove, ou=Finance
Dept, email=sclarson@cityofglencove.ny.org, c=US
Date: 2019.04.06 11:03:37 -0400

Date: 06/14/2019

City Council Approval – Resolution Number: _____

Date: _____



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET AMENDMENT FORM

GCP-1 (7/98)

BUDGET YEAR 2019

Page 1 of 2

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H-1220-55443 -1715	CITY HALL TECHNOLOGY		(11,421.71)
H-3120-52230 -1710	AED REPLACEMENT		(492.00)
H-3120-52240 -1711	FIRE ALARM		(2,229.28)
H-3620-52220 -1739	FILING CABINET		(40.00)
H-5110-52230 -1732	DUMPSTERS		(1,050.00)
H-5110-52240 -1727	CITY HALL RENOVATIONS		(0.10)
H-5110-55420 -1736	CONCRETE RESTORATION		(54.68)
H-7140-52250 -1745	PICK UP TRUCK		(0.36)
H-7180-52230 -1718	BUNKER RAKE		(96.22)
H-8300-52220 -1724	METER READING UPGRADES		(3,585.00)
H-8300-52230 -1725	METER REPLACEMENT		(576.44)
H-3120-52250 -1824	VEHICLES		(0.80)
H-3410-52220 -1808	EQUIPMENT PURCHASE / 10 Scott Air Pacs		(5,223.60)
H-8300-52260 -1834	LV INTERCONNECTION		(520.00)
H-1220-95710-1715	BOND PROCEEDS	(11,421.71)	
H-3120-95710-1710	BOND PROCEEDS	(492.00)	
H-3120-95710-1711	BOND PROCEEDS	(2,229.28)	
H-3620-95710-1739	BOND PROCEEDS	(40.00)	
H-5110-95710-1732	BOND PROCEEDS	(1,050.00)	
H-5110-95710-1727	BOND PROCEEDS	(.10)	
H-5110-95710-1736	BOND PROCEEDS	(54.68)	
H-7140-95710-1745	BOND PROCEEDS	(.36)	
H-7180-95710-1718	BOND PROCEEDS	(96.22)	
H-8300-95710-1724	BOND PROCEEDS	(3,585.00)	
H-8300-95710-1725	BOND PROCEEDS	(576.44)	
H-1310-95710	BOND PROCEEDS	(.80)	

CITY OF GLEN COVE

SUMMARY SCHEDULE AS OF 4/17/19, OF CAPITAL PROJECT FINANCES FOR FUNDS BORROWED IN MAY 2017

ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANSFERS/ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
CITY HALL TECHNOLOGY	70,000	0	70,000	58,578.29	18,900.00	-7,478	110.70
Total H1220 CITY HALL	70,000	0	70,000	58,578.29	18,900.00	-7,478	
EQUIPMENT AND SOFTWARE	14,532	0	14,532	11,558.68	2,718.75	255	98.20
Total H1310 FINANCE DEPARTMENT	14,532	0	14,532	11,558.68	2,718.75	255	
AED REPLACEMENT	18,696	0	18,696	18,204.00	0.00	492	97.40
WINDOW REPLACEMENT	30,000	-1,261	28,739	28,738.75	0.00	0	100.00
FIRE ALARM	21,128	0	21,128	18,898.72	0.00	2,229	89.40
POLICE VEHICLES	146,942	0	146,942	102,804.26	44,137.35	0	100.00
CRIME SOFTWARE	10,000	0	10,000	0.00	0.00	10,000	0.00
Total H3120 POLICE	226,766	-1,261	225,505	168,645.73	44,137.35	12,722	
FIRE VEHICLES	900,000	0	900,000	900,000.00	0.00	0	100.00
Total H3410 FIRE	900,000	0	900,000	900,000	0	0	
FILING CABINET	4,000	0	4,000	3,960.00	0.00	40	99.00
WALL CONSTRUCTION	5,000	0	5,000	0.00	0.00	5,000	0.00
COMPUTER AND SOFTWARE	1,000	0	1,000	1,000.00	0.00	0	100.00
Total H3620 BUILDING DEPT	10,000	0	10,000	4,960.00	0.00	5,040	
AMBULANCE STRETCHER	41,539	0	41,539	41,539.00	0.00	0	100.00
AMBULANCE	169,000	0	169,000	154,521.37	183.00	14,296	91.50
Total H4540 EMS	210,539	0	210,539	196,060.37	183.00	14,296	
RIDE ON MOWER	9,500	0	9,500	9,142.00	0.00	358	96.20
ASPHALT HOT BOX	41,000	0	41,000	39,380.20	0.00	1,620	96.00
DUMPSTERS	10,000	0	10,000	8,950.00	0.00	1,050	89.50
5 PLOWS	17,300	0	17,300	17,299.96	0.04	0	100.00
CITY HALL RENOVATIONS	10,000	-5,861	4,139	4,138.90	0.00	0	100.00
AIR CONDITIONING	35,000	0	35,000	0.00	0.00	35,000	0.00
PARKING GARAGE UPGRADES	250,000	0	250,000	35,655.93	0.00	214,344	14.30
ROAD IMPROVEMENTS	900,000	0	900,000	933,857.76	38,150.87	-72,009	108.00
FUEL STORAGE TANK	50,000	0	50,000	53,940.80	0.00	-3,941	107.90
ELLWOOD STREET SIDEWALK	20,000	0	20,000	20,000.00	0.00	0	100.00
PEDESTRIAN IMPROVEMENT	0	56,000	56,000	45,102.27	0.00	10,898	80.50
CONCRETE RESTORATION	160,000	0	160,000	159,945.32	0.00	55	100.00
Total H5110 STREETS	1,502,800	50,139	1,552,939	1,327,413	38,151	187,375	

H-1310-95710	BOND PROCEEDS	(5,223.60)	
H-1310-95710	BOND PROCEEDS	(520.00)	
Reason for Amendment: To close out certain remaining funds for Capital Projects from 2017 and 2018, so that funds can be transferred to the Debt Service Fund.			
Department Head Signature:	<i>Jenisha Claidon</i>	Date:	6-19-19
City Controller Approval:	<i>Jenisha Claidon</i>	Date:	6-19-19
City Council Approval-Resolution Number:		Date:	

